

Proposed Final Cash Collateral Order –
Debtor and Chase Version

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11
ANNE FONTAINE USA, INC.,	:	
	:	Case No. 24-10058 (LGB)
Debtor.	:	
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**FINAL ORDER (I) AUTHORIZING THE DEBTOR’S USE OF
CASH COLLATERAL AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) [ECF No. 6]¹ of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order: (i) authorizing the Debtor’s use of the Cash Collateral of the Prepetition Secured Creditors (as defined below); and (ii) granting related relief, all as more fully set forth in the Motion; the Court having considered the Motion, the First Day Declaration, the other filings and pleadings in the Subchapter V Case, and the evidence submitted or adduced and the arguments of counsel made at the first and second interim hearings with respect to the Motion (the “Interim Hearings”); and the Interim Hearings having been held and concluded on January 19, 2024 and February 14, 2024, respectively; and the evidence submitted or adduced and the arguments of counsel made at the final hearing with respect to the Motion (the “Final Hearing”); and the Final Hearing having been held and concluded on March 18, 2024; and it appearing to the Court that granting the relief set forth herein (this “Final Order”) is necessary, appropriate and is otherwise fair and reasonable, in the best interests of the Debtor, its estate, and its creditors and equity holders, and essential for the continued operation of the Debtor’s business; and after due deliberation and consideration, and for good and sufficient cause appearing thereof;

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARINGS AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING THE FINAL RELIEF GRANTED HEREIN²:

A. Petition Date. On January 16, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11, subchapter V of the Bankruptcy Code (the “Subchapter V Case”) [ECF No. 1], in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

B. Debtor in Possession. The Debtor has continued to manage and operate its business and property as a debtor and debtor in possession pursuant to section 1184 of the Bankruptcy Code.

C. Jurisdiction and Venue. The Court has jurisdiction over this Subchapter V Case, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Amended Standing Order. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Subchapter V Trustee. On January 17, 2024, the Office of the United States Trustee (the “UST”) appointed Eric Huebscher (the “Subchapter V Trustee”) [ECF No. 7] as the subchapter V trustee of the Debtor’s Subchapter V Case.

E. Committee. As of the date hereof, the Court has not directed the appointment of an official committee of unsecured creditors (any such committee, the “Committee”) in this Subchapter V Case pursuant to section 1181(b) of the Bankruptcy Code.

F. Notice. Under the circumstances, the notice given by the Debtor of, and as described in, the Motion, the relief requested therein, and the Interim Hearings and the Final

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent of any of the following conclusions of law constitute findings of fact, they are adopted as such.

Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (d), and no further notice is necessary or required [ECF Nos. 15, 16, 57].

G. Cash Collateral. As used herein, “Cash Collateral” shall mean all of the Debtor’s cash, whether existing as of the Petition Date or thereafter, wherever located or held, including all proceeds of the Prepetition property owned by the Debtor, cash in deposit accounts, and other cash that constitutes “cash collateral” within the meaning of section 363(a) of the Bankruptcy Code (and together with all property described in section 363(a), “Cash Collateral”).

H. Necessity for Relief Requested. Good cause has been shown for the entry of this Final Order. The Debtor has a need to use Cash Collateral to pay ongoing operating expenses. These expenditures are necessary and appropriate because the only means of revenue generation is through the continued operation of the Debtor’s business, which will also result in the continued generation of new Cash Collateral. Permitting the Debtor to pay operating expenses will minimize disruption to the Debtor’s business and operations, allow the Debtor to honor its obligations to vendors, suppliers, landlords, employees, and customers, and will preserve the value of the Debtor’s assets, including Cash Collateral.

Absent the Debtor’s ability to use Cash Collateral, the Debtor would not have sufficient available sources of working capital or financing and would be unable to pay its payroll, rent and other operating expenses, or to maintain its assets, which will be to the detriment of its estate and creditors. Use of Cash Collateral will help preserve and maintain the going concern value of the Debtor and its estate and is necessary for a successful restructuring of the Debtor under Chapter 11, Subchapter V of the Bankruptcy Code. Accordingly, the relief requested in the Motion and the terms set forth herein are necessary, essential, and appropriate and in the best interests of the Debtor, its estate, and stakeholders.

I. Fair and Reasonable. The terms of the use of the Cash Collateral by the Debtor, on a final basis as set forth herein, are fair and reasonable and reflect the Debtor's exercise of its prudent business judgment consistent with its fiduciary duties. Based upon the foregoing findings and conclusions, and upon the record made before the Court at the Interim Hearings and Final Hearing, and good and sufficient cause appearing therefor, the terms of the Debtor's use of the Cash Collateral are fair and reasonable.

J. The Credit Agreements.

The Debtor stipulates to all of this Section J:

1. The Chase Loan.

(a) The Chase Credit Agreement. Pursuant to that certain Credit Agreement dated as of October 10, 2022 (as modified from time to time, the "Chase Credit Agreement," and collectively with all other agreements and documents executed or delivered in connection therewith, each as may be modified from time to time, including the First Amendment dated November 7, 2022, collectively, the "Chase Loan Documents"), among (i) the Debtor, as Borrower and the other guarantors thereto (the "Guarantors"), and (ii) JPMorgan Chase Bank, N.A. ("Chase"), Chase provided a loan and other financial accommodations to the Debtor in the form of a term loan in the amount of \$1,600,000.00 pursuant to the Chase Loan Documents.

(b) Debtor's Obligations. As of the Petition Date, the aggregate amount outstanding under the Chase Credit Agreement was not less than (collectively, together with accrued and unpaid interest, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever

arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations pursuant to, or secured by, the Chase Credit Agreement or the Chase Loan Documents, and all interest, fees, costs, and other charges allowable under section 506(b) of the Bankruptcy Code), \$1,066,666.72 (the “Chase Secured Obligations”).

(c) Chase Credit Agreement Collateral. As more fully set forth in the Chase Loan Documents, prior to the Petition Date, the Debtor granted to Chase for the benefit of Chase, a first priority security interest in and continuing lien on (the “Chase Prepetition Lien”) substantially all of its assets and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Chase Collateral”).

2. The SBA Loan.

(a) On or around May 30, 2020, the Debtor entered into a Loan Authorization and Agreement, Note and Security Agreement, and other loan documents (together, the “SBA Loan Documents”, and together with the Chase Loan Documents, the “Prepetition Loan Documents”) with the United States Small Business Administration (the “SBA”, and together with Chase, the “Prepetition Secured Creditors”) for an Economic Injury Disaster Loan (“EIDL”) in the principal amount of \$150,000, which accrues interest at 3.75% per annum with a 30-year repayment term (the “SBA Loan”). Pursuant to the SBA Loan Documents, the Debtor is required to make installment payments on the SBA Loan in the amount of \$731.00/month, which includes principal and interest. As of the Petition Date, the balance due to the SBA totaled \$160,793.24 (the “SBA Secured Obligation”, and together with the Chase Secured Obligations, the “Prepetition Secured Obligations”). This amount consists of \$150,000 in principal and \$10,793.24 in interest.

(b) *SBA Loan Collateral.* As security for the SBA Loan, the Debtor granted to the SBA a security interest in and to certain property that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter, including inventory, equipment, instruments, including promissory notes, chattel paper, including tangible chattel paper and electronic chattel paper, documents, letter of credit rights, accounts, including healthcare insurance receivables and credit card receivables, deposit accounts, commercial tort claims, general intangibles, including payment intangibles and software and as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code, and the security interest granted by the Debtor to the SBA includes all accessions, attachments, accessories, parts, supplies and replacements for the collateral, all products, products and collections thereof and all records and data relating thereto that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter (the “SBA Collateral,” and together with the Chase Collateral, the “Collateral”).

(c) On February 9, 2024, the United States of America (the “United States”), through the SBA, filed a proof of claim (the “SBA Proof of Claim”) against the Debtor, identified as Claim No. 10 on the claims register for the Debtor’s Subchapter V Case, on account of the SBA Loan, in the amount of \$160,793.24. The United States alleges in the SBA Proof of Claim that the entire sum of \$160,793.24 is secured by a timely and properly filed UCC-1 Financing Statement (the “SBA Prepetition Lien”, and together with the Chase Prepetition Lien, the “Prepetition Liens”). The UCC-1 was filed by the SBA on June 9, 2020.

3. Validity of Prepetition Secured Obligations.

The Prepetition Secured Obligations constitute legal, valid, and binding obligations of the Debtor to Chase and the SBA, enforceable against the Debtor in accordance with their respective

terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), and no portion of the Prepetition Secured Obligations or any transfers made to Chase or the SBA, is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination, or any other legal or equitable challenges or remedies pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases (as defined herein).

4. Validity, Extent, Perfection and Priority of Prepetition Liens.

The Prepetition Liens (a) constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), properly perfected, and continuing security interests in and liens on the Collateral, (b) were granted to, or for the benefit of, the Prepetition Secured Creditors for fair consideration and reasonably equivalent value, and (c) are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable nonbankruptcy law or equity or regulation by any person or entity, including in any Successor Cases. Nothing in this document determines the relative priorities of the liens held by the SBA and Chase and all parties reserve all rights and defenses in that regard.³

5. No Claims or Causes of Action.

The Debtor stipulates that no claims or causes of action exist against, or with respect to, the Prepetition Secured Creditors and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial and other advisors, attorneys, accountants, investment bankers,

³ The parties expressly reserve any rights or defenses regarding a Subordination Agreement executed on December 2, 2022 between the SBA and Chase, and this Order does not impact that agreement.

consultants, representatives and other professionals (collectively, “Representatives”) under the Chase Loan Documents or the SBA Loan Documents.

6. No Control.

The Debtor stipulates that neither Chase nor the SBA, including their Representatives, (a) controls (and has not in the past controlled) the Debtor or its properties or operations and (b) do not have authority to determine the manner in which the Debtor’s operations are conducted and are not control persons or insiders of the Debtor by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Chase Loan Agreement or the SBA Loan Agreement.

7. Releases.

Subject to entry of the Final Order, to the extent provided herein, the Debtor and its estate, on its own behalf and on behalf of its past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Creditors, their Representatives, and their respective affiliates and respective predecessors, successors and assigns thereof (collectively, the “Released Parties”), from any and all obligations and liabilities to the Debtor (and its successors and assigns) and from any and all claims, counterclaims, defenses, offsets, demands, debts, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney’s fees, costs, expenses, judgements and causes of action arising prior to the Petition Date (collectively, the “Released Claims”) of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in

law or equity, upon contract or tort or under any state or federal or common law or statute or regulation or otherwise, arising out of or related to (as applicable) the Chase Loan Documents or the SBA Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtor at any time had, now has or may have, or that its predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order.

K. Findings Regarding the Use of Cash Collateral.

(a) Good and sufficient cause has been shown for the entry of this Final Order.

(b) The Debtor has an immediate and critical need to use Collateral (including Cash Collateral), on a final basis, in order to permit, among other things, the orderly continuation of the operation of its business and to fund the expenses of this Subchapter V Case. Absent the ability to use Cash Collateral and the other Collateral, the continued operation of the Debtor's business would not be possible, and immediate and irreparable harm to the Debtor and its estate would be inevitable.

(c) The Prepetition Secured Creditors have consented to the Debtor's use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(d) Based on the pleadings and the record presented to the Court at the Interim Hearings and the Final Hearing, the terms of the Adequate Protection Claims (as defined herein) and the terms on which the Debtor may continue to use the Collateral (including Cash Collateral)

pursuant to this Final Order are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties and provide the Debtor with reasonably equivalent value and fair consideration.

(e) The Prepetition Secured Creditors acted in good faith regarding the Debtor's continued use of the Collateral (including Cash Collateral) to fund the administration of the Debtor's estate and the continued operation of its business (including the incurrence, granting and payment of, and performance under the Adequate Protection Claims and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof.

(f) The Prepetition Secured Creditors are entitled to the adequate protection provided in this Final Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided to the Prepetition Secured Creditors in this Final Order for any diminution in value of the Prepetition Secured Creditors' respective interest in the Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including the payment of any amounts under the Carve Out (as defined herein) or pursuant to this Final Order ("Diminution in Value"), is consistent with and authorized by the Bankruptcy Code and is offered by the Debtor to protect such parties' interest in the Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Creditors from any Diminution in Value of their respective interest in their respective Collateral and (ii) obtain the foregoing consent and agreement, and (x) are fair and reasonable, (y) reflect the Debtor's prudent exercise of business judgment and (z) constitute reasonably equivalent value and fair consideration for the use of the Collateral, including the Cash Collateral.

(g) Nothing in this Final Order shall (x) be construed as consent by either of the Prepetition Secured Creditors for the use of Cash Collateral other than on the terms set forth in this Final Order, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Collateral (whether senior or junior) or (z) prejudice, limit or otherwise impair the rights of either of the Prepetition Secured Creditors to seek new, different or additional adequate protection or assert their respective interests interest and the rights of any other party in interest to object to such relief are hereby preserved.

(h) The Prepetition Secured Creditors shall be entitled to (i) all of the rights and benefits of section 552(b) of the Bankruptcy Code and a waiver of the “equities of the case” exception under section 552(b) of the Bankruptcy Code, (ii) a waiver of the equitable doctrine of “marshaling” or any similar doctrine, and (iii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(i) The Debtor has prepared and delivered to the Prepetition Secured Creditors a Final Budget (as defined herein). The Final Budget reflects, among other things, the Debtor’s anticipated sources and uses of cash for each calendar week. In providing its consent to the use of the Debtor’s Cash Collateral, the Prepetition Secured Creditors are relying, in part, upon the Debtor’s agreement to comply with the Approved Budget (as defined herein) and this Final Order.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Approved.* The Motion is granted, the incurrence and granting of the Adequate Protection Claims is authorized and approved, and the use of Cash Collateral on a final basis is authorized, in each case subject to the terms and conditions set forth in this Final Order.

All objections to this Final Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled.

2. *Use of Cash Collateral.* The Debtor is hereby authorized, subject to the terms and conditions of this Final Order (including compliance with the Approved Budget (subject to the Permitted Variances)) during the period from the Petition Date through and including the Termination Date (as defined herein), and not beyond, to use the Cash Collateral for (i) working capital, general corporate purposes, and administrative costs and expenses of the Debtor incurred in this Subchapter V Case, subject to the terms hereof and (ii) satisfaction of Adequate Protection Claims owed to Chase and the SBA, as provided herein; *provided that* (a) Chase and the SBA are granted the adequate protection as hereinafter set forth and (b) except on the terms and conditions of this Final Order, the Debtor shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court. As authorized by the Court, all of the Cash Collateral and any other cash of the Debtor not constituting Cash Collateral shall be maintained in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order, and the liens of Chase, and the SBA to the extent applicable, on such cash shall be deemed to extend to such cash irrespective of the accounts in which it is held.

3. *Limitations on Use of Cash Collateral.* Notwithstanding anything in this Final Order to the contrary, nothing in this Final Order provides authorization or stay relief for Moby Capital LLC or Libertas Funding LLC (collectively, the “Purported Factors”) to cause any funds in any account maintained by the Debtor with Chase (including, without limitation, the Cash Collateral, the “Chase Accounts”), to be withdrawn or transferred. For the avoidance of doubt, the automatic stay of section 362 of the Bankruptcy Code prohibits the Purported Factors from

accessing, withdrawing or transferring any funds from the Chase Accounts without entry of an order of this Court affirmatively permitting same.

4. *Adequate Protection of the Prepetition Secured Creditors.* Chase and the SBA are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Collateral, including Cash Collateral, to the extent of the aggregate Diminution in Value of their interests in the Collateral (including Cash Collateral) (the “Adequate Protection Claims”). In further consideration of the foregoing, Chase and the SBA are hereby granted the following (collectively, the “Adequate Protection Obligations”):

(a) Prepetition Secured Creditor Payments. The Debtor shall continue to pay principal and interest, on a postpetition basis, to the Prepetition Secured Creditors, in accordance with the Chase Credit Agreement and the SBA Loan Agreement, respectively. In particular, the Debtor shall submit to the SBA monthly payments of \$731.00 by cash or certified check to the SBA. The Debtor shall also pay the reasonable and documented fees and out-of-pocket expenses of counsel to Chase, subject to the receipt of invoices with respect thereto. The post-petition interest, principal and Chase’s reasonable attorneys’ fees shall collectively be referred to herein as, the “Prepetition Secured Creditor Payments”).

(b) Adequate Protection Liens. Subject to the Carve Out, Chase and the SBA are hereby granted (effective and perfected upon the date of this Final Order and without the necessity of the execution, filing, or recording of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Adequate Protection Claims, valid, perfected security interests in and liens upon all of the Debtor’s existing and hereinafter-acquired property of any kind or nature, including a first priority lien (and with respect to the relative lien priority as between the SBA and Chase, in the same priority as each creditor had pre-petition) on

unencumbered property, as set forth below (the “Adequate Protection Collateral”), subject to the Carve-Out, and excluding any claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents (“Avoidance Actions”) and any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise (“Avoidance Proceeds”):

(i) *First Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable first priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtor, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the “Unencumbered Property”). Unencumbered Property includes, without limitation, any and all unencumbered cash of the Debtor and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, claims and causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing.

(ii) The Adequate Protection Liens granted to the SBA herein shall be in addition to, and not in substitution of, any and all security interests, liens, encumbrances, rights of set-off or other rights of the United States and its agencies, that may currently exist or hereafter arise.

(iii) The United States may, in its discretion, file a certified copy of this Order in any jurisdiction in which the Debtor has or comes to have real or personal property, and in such event, the subject filing/recording officer is hereby authorized and directed to file/record such certified copy.

(c) First Lien 507(b) Claims. Subject to the Carve Out, Chase and the SBA are hereby granted allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code in the amount of the Adequate Protection Claims with priority in payment over any and all administrative expenses, other than the Carve Out, of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “507(b) Claims”), which administrative claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtor, excluding any proceeds of Avoidance Actions. Any and all 507(b) Claims shall be subject and subordinate only to the Carve Out. If the Debtor, the Subchapter V Trustee or the United States Trustee disputes any portion of the 507(b) Claims, then payment of such disputed portion of the 507(b) Claim shall only be allowed and payable pursuant an order of the Bankruptcy Court.

5. *Additional Adequate Protection of Prepetition Secured Creditors.*

(a) Reporting. In addition to providing the Prepetition Secured Creditors with financial and other reporting substantially in compliance with the Chase Loan Documents and the SBA Loan Documents, the Debtor shall provide the Prepetition Secured Creditors through their counsel, with a 13-week cash flow forecast of cash receipts and disbursements of the Debtor for the period commencing on the Petition Date and approved in connection with this Final Order, and, as such budget may be updated and/or modified from time to time by the Debtor as provided herein, the “Approved Budget”). By no later than Wednesday of each calendar week commencing on the second Wednesday following the Petition Date (January 31, 2024), the Debtor has and shall continue to deliver to the Prepetition Secured Creditors through their counsel a variance report comparing, on a line-item basis, actual results to the Budget for the previous individual week⁴, on a weekly and cumulative basis (as applicable). Additionally, following the first full four weeks of

⁴ For the avoidance of doubt, the reporting week shall be deemed to have ended on Saturday of each week.

this Subchapter V Case and every four weeks thereafter, the Debtor shall deliver an updated Budget to the Prepetition Secured Creditors. The Debtor will work in good faith cooperatively with the Prepetition Secured Creditors to attempt to resolve any questions or disputes regarding any updated Budget, or the reports described herein. The Debtor shall make itself available during normal business hours and with reasonable advance notice to discuss the details of the reports provided in accordance with this paragraph 5 and the Prepetition Secured Creditors shall account for the time difference between France and the United States when considering the Debtor's response time.

6. *Milestones.* The Debtor shall comply with the following case milestones (the "Adequate Protection Milestones"), which milestones shall only be amended with the written consent of Chase:

- (i) no later than 90 days after the Petition Date, the Debtor shall have filed a plan; and
- (ii) no later than 240 days after the Petition Date, the plan effective date shall have occurred.

7. *Status of Adequate Protection Liens.* Subject to the Carve Out and in each case in accordance with the priorities set forth herein, the Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code; (B) unless otherwise provided for in this Final Order, any liens or security interests arising after the Petition Date, for any liability of the Debtor; (C) any intercompany or affiliate liens of the Debtor or security interests of the Debtor; or (D) any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.

8. *Adequate Protection Claims Binding.* Upon entry of this Final Order, the Adequate Protection Claims granted herein shall constitute valid, binding and non-avoidable obligations of the Debtor, enforceable against the Debtor and its estate in accordance with the terms of this Final

Order, and any successors thereto, including any trustee appointed in this Subchapter V Case, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of this Subchapter V Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”).

9. *Carve Out.*

(a) As used in this Order, “Carve-Out” means the sum of:

(i) Subchapter V Fee Carve-Out: All accrued and unpaid fees, costs and expenses up to \$200,000, to the extent allowed by the Court at any time, whether by interim order, procedural order, final order or otherwise, incurred by the Subchapter V Trustee, under section 1183 of the Bankruptcy Code, which shall include the Debtor’s monthly deposit of \$1,000 in a segregated account to be held by the Debtor or the Debtor’s retained counsel for the payment of administrative expenses, including subchapter v trustee fees (the “Subchapter V Fee Carve-Out”);

(ii) Professional Fee Carve-Out: All accrued and unpaid fees, costs, and expenses up to \$400,000, to the extent permitted by the Bankruptcy Code and the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by persons or firms retained by the Debtor, pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the “Professionals”), at any time before or on the date of delivery by Chase or the SBA, a Carve-Out Trigger Notice (as defined below) (the “Pre-Trigger Date Fees”), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the “Professional Fee Carve-Out”);

(iii) Subchapter V Trustee or Professionals Recovery of Fees Exceeding Carve-Out: To the extent that the allowed fees and expenses of the Subchapter V Trustee or the

Professionals pursuant to the foregoing subparagraphs (i) and (ii) exceeds the respective limits of the Subchapter V Fee Carve-Out or the Professional Fee Carve-Out set forth in subparagraphs (i) and (ii), respectively, then the Subchapter V Trustee or the Professionals, as the case may be, shall be permitted to be compensated from any excess availability and up to the aggregate limit set forth in both of subparagraphs (i) and (ii);

(iv) Chapter 7 Trustee Fees Post-Conversion. To the extent allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise, all accrued and unpaid fees, costs, and expenses incurred by any chapter 7 trustee or other estate representative appointed or professional retained by the chapter 7 trustee if the Debtor's Subchapter V Case is converted to one under Chapter 7 of the Bankruptcy Code; and

(v) Post-Carve-Out Trigger Notice Cap: All accrued and unpaid fees, costs, and expenses up to \$150,000 (the amount set forth in this clause (v) being the "Post-Carve-Out Trigger Notice Cap"), to the extent allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by the Subchapter V Trustee and/or the Professionals after the date of the delivery of the Carve-Out Trigger Notice (the "Trigger Date"). For purposes of this Final Order, "Carve-Out Trigger Notice" shall mean a written notice (which may be via email) to counsel for the Debtor, the Subchapter V Trustee, counsel for the Subchapter V Trustee, if applicable, and the UST (collectively, the "Notice Parties") delivered by Chase or the SBA, which notice may be delivered upon the occurrence of a Termination Event, in accordance with this Order, stating that the Post-Carve-Out Trigger Notice Cap has been invoked. Notwithstanding anything to the contrary in this Order, the Chase Loan Documents or the SBA Loan Documents, or otherwise, the

liens and claims of the Prepetition Secured Creditors, and any other liens, claims, and interests of any other person or entity, shall be subject and subordinate to the Carve-Out.

(b) Payment of Carve Out on or After the Termination Date. Any payment or reimbursement made by the Debtor on or after the occurrence of the Termination Date in respect of any Subchapter V Fee Carve-Out or Professional Fee Carve-Out shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(c) Permitted Variances. The Debtor shall not, without the written consent of Chase, make operating disbursements in an aggregate amount that would exceed the sum of the aggregate amount of the operating expenses set forth in the Approved Budget for such period by more than ten percent (10.0%) (the “Permitted Variances”).

10. *Termination.* Debtor’s authorization to use Cash Collateral hereunder shall automatically terminate (the date of any such termination, the “Termination Date”) immediately without further notice or court proceeding on the earliest to occur of (i) failure to satisfy any Adequate Protection Milestone (other than to the extent such Adequate Protection Milestone has been extended in accordance with the terms of this Final Order or upon the consent of the Prepetition Secured Creditors) and (ii) six (6) days (any such six-day period of time, the “Default Notice Period”) following the delivery of a written notice (any such notice, a “Default Notice”) by a Prepetition Secured Creditor to the Debtor, Debtor’s counsel, the UST, the Subchapter V Trustee, and counsel to the other Prepetition Secured Creditor, if applicable, of the occurrence of any of the events set forth below unless (i) such occurrence is cured by the Debtor prior to the expiration of the Default Notice Period with respect to such clause, (ii) such occurrence is waived by the Prepetition Secured Creditor that delivered the Default Notice or (iii) the Court rules that a Termination Event has not in fact occurred; *provided* that, during the Default Notice Period, the

Debtor shall be entitled to continue to use the Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Debtor's estate. The events set forth in clauses (a) through (p) below are collectively referred to herein as the "Termination Events":

- (a) The Court shall have entered an order dismissing this Subchapter V Case;
- (b) The Court shall have entered an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code;
- (c) The Court shall have entered an order appointing a responsible officer relating to operation of the businesses in this Subchapter V Case, or the Debtor files a motion or other pleading with the Court seeking the foregoing relief, unless consented to in writing by the Prepetition Secured Creditors;
- (d) This Final Order ceases to be in full force and effect for any reason or an order shall be entered (or the Debtor seeks an order) reversing, amending, supplementing, staying, vacating or otherwise modifying this Final Order without the written consent of the Prepetition Secured Creditors;
- (e) The entry of an order granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) or other remedy against any asset with a value in excess of \$50,000.00 without the written consent of the Prepetition Secured Creditors;
- (f) The Debtor shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Prepetition Secured Creditors, including, without limitation, with respect to the Debtor's stipulations, admissions and agreements contained in this Final Order;

(g) The entry of an order in this Subchapter V Case charging any of the Collateral under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition Secured Creditors under which any person takes action against such Collateral or that becomes a final non-appealable order, or the commencement of other actions that are materially adverse to any of the Prepetition Secured Creditors or their respective rights and remedies (including, but not limited to any order requiring Chase or the SBA to be subject to the equitable doctrine of “marshaling”);

(h) Failure of the Debtor to make any payment to the Prepetition Secured Creditors required to be made by this Final Order;

(i) An order shall be entered avoiding, disgorging, or requiring repayment of any payment or reimbursement made by the Debtor to any Prepetition Secured Creditor;

(j) The failure of the Debtor to maintain the Cash Collateral in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order or consistent with the terms of the Interim or Final Order Authorizing Debtor To (A) Continue to Use Existing Cash Management System; And (B) Maintain Existing Bank Accounts and Business Forms [ECF No. 27];

(k) The expenditure by the Debtor of Cash Collateral for purposes (1) outside of the ordinary course of the Debtor’s business, (2) not in the Approved Budget, or (3) in amounts that exceed the Permitted Variance, unless the Prepetition Secured Creditors have consented to such expenditure, which consent shall not be unreasonably withheld;

(l) Failure of the Debtor to: (i) comply with any provision of this Final Order; or (ii) comply with any other covenant or agreement specified in this Final Order;

(m) The Debtor files, supports, makes a written proposal or counterproposal to any party relating to, fails to oppose, or takes any other similar action in furtherance of, a chapter 11

plan, sale process or other restructuring transaction that does not (i) provide for the indefeasible payment on the effective date thereof of all claims of the Prepetition Secured Creditors in full in cash; (ii) reinstatement of the Prepetition Secured Creditors loans and liens at the then-current balance; or (iii) have the support of the Prepetition Secured Creditors;

(n) The payment of any prepetition claims that are junior in interest or right to the liens and mortgages on such Collateral held by the Prepetition Secured Creditors, other than as permitted by an order, including this Final Order (*i.e.* the Carve-Out), entered in this Subchapter V Case and prior written consent of the Prepetition Secured Creditors;

(o) The filing of any motion, pleading, application or adversary proceeding by the Debtor challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Secured Obligations or asserting any other cause of action against and/or with respect to the Prepetition Secured Obligations, the Collateral or any of the Prepetition Secured Creditors;

(p) The existence of any claims or charges, or the entry of any order of the Court authorizing any claims or charges, other than as permitted under this Final Order, entitled to superpriority under section 364(c)(1) of the Bankruptcy Code *pari passu* or senior to the Prepetition Liens and Prepetition Secured Obligations, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in section 503(b) or section 507(b) of the Bankruptcy Code (other than the Carve Out), including the Adequate Protection 507(b) Claims, or (ii) any lien on the Collateral or Adequate Protection Collateral having a priority senior to or *pari passu* with the liens and security interests granted herein, except as expressly provided in this Final Order; and

(q) The filing or support of any pleading by the Debtor seeking, or otherwise consenting to or failing to contest, or taking any other step in furtherance of, that which would be reasonably expected to result in the occurrence of a Termination Event.

11. *Remedies upon the Termination Date.* Upon the occurrence of the Termination Date, (a) Debtor's authorization to use Cash Collateral hereunder shall automatically terminate (subject only to the Carve Out) immediately without further notice or court proceeding, (b) the Adequate Protection claims, if any, shall become immediately due and payable, and (c) the Prepetition Secured Creditors may exercise all of their respective rights and remedies available under the Prepetition Loan Documents, this Final Order or applicable law (subject only to the Carve Out), including without limitation, foreclosing upon and selling all or a portion of the Collateral or Adequate Protection Collateral in order to collect the Prepetition Secured Obligations and Adequate Protection Claims. The automatic stay under section 362 of the Bankruptcy Code is hereby deemed modified and vacated to the extent necessary to permit such actions, *provided that* during the Default Notice Period, unless the Court orders otherwise, the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. The Debtor shall be entitled to seek an emergency hearing with the Court within the Default Notice Period to determine whether, in fact, a Termination Event has occurred and is continuing, to enforce the terms of this Final Order or otherwise to grant relief sought by the Debtor for good cause shown. The delivery of a Notice of Default or a Termination Notice (and the occurrence of a Termination Event as set forth therein) by one of the Prepetition Secured Creditors shall not prohibit the Debtor from continuing to use the Cash Collateral of other Prepetition Secured Creditor that did not deliver a Termination Notice.

12. *Limitation on Charging Expenses Against Collateral.* No costs or expenses of administration of this Subchapter V Case or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code (other than the Carve-Out), shall be charged against or recovered from the Collateral (including the Cash Collateral) or Adequate Protection Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Secured Creditors, and no such consent shall be implied from any other action, inaction, or acquiescence by any Prepetition Secured Creditor, and nothing contained in this Final Order shall be deemed to be a consent by any Prepetition Secured Creditor to any charge, lien, assessment or claim against the Collateral (including the Cash Collateral) or Adequate Protection Collateral under section 506(c) of the Bankruptcy Code or otherwise. Any delay or failure of a Prepetition Secured Creditor to exercise rights under their respective Prepetition Loan Documents or law, or to enforce the terms of this Final Order, shall not constitute a waiver of its respective rights hereunder, thereunder, or otherwise.

13. *Perfection of Adequate Protection Liens.*

Without in any way limiting the automatically valid effective perfection of the Adequate Protection Liens granted in this Final Order, the Prepetition Secured Creditors are hereby authorized, but not required, to file or record (and to execute in the name of the Debtor, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to document, validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Secured Creditors shall, in their sole discretion,

choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Final Order. All such documents will be deemed to have been recorded and filed as of the Petition Date.

14. *Preservation of Rights Granted Under This Final Order.*

(a) Notwithstanding any order that may be entered dismissing this Subchapter V Case under section 1112 of the Bankruptcy Code: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Final Order, subject to the Carve Out, until all Adequate Protection Claims shall have been indefeasibly paid in full in cash or the Debtor has otherwise reinstated the Prepetition Secured Creditors' loans and liens at the then-current balance (and that such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(b) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Claims incurred prior to the actual receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the

Adequate Protection Liens. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any Adequate Protection Claims incurred by the Debtor to the Prepetition Secured Creditors, as the case may be, prior to the actual receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Secured Creditors shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Final Order with respect to all uses of Cash Collateral and the Adequate Protection Claims.

(c) Except as expressly provided in this Final Order, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code or dismissing the case, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in this Subchapter V Case. The terms and provisions of this Final Order shall continue in this Subchapter V Case, and in any superseding chapter 7 case under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall continue in full force and effect until the Adequate Protection Claims are indefeasibly paid in full in cash, as set forth herein.

(d) Nothing in this Final Order shall be or shall be deemed to be a waiver of the right of the Prepetition Secured Creditors to (a) seek relief from the automatic stay under section 362 of the Bankruptcy Code at any time in accordance with the Bankruptcy Code, the Bankruptcy

Rules, and the Local Rules, (b) seek any additional protection as they may require with respect to the Collateral or the Cash Collateral or (c) object to any other proposed cash collateral orders or priming liens with respect to the Collateral or the Cash Collateral.

15. *Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.* Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtor's Stipulations, shall be binding upon the Debtor, its estate, and any successor in all circumstances and for all purposes, and the Debtor is deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including the Debtor's Stipulations, shall be binding upon all other parties in interest, including any person acting on behalf of the Debtor's estate, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules before 60 calendar days after entry of this Final Order (the "Challenge Period" and the date of expiration of each Challenge Period being a "Challenge Period Termination Date"), seeking to avoid, object to, or otherwise challenge the findings or Debtor's Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the Prepetition Liens; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Obligations (any such claim, a "Challenge"), and prevails on that Challenge.

16. *Limitation on Use of Cash Collateral.* Notwithstanding any other provision of this Final Order or any other order entered by the Court, neither the Collateral (including the Cash Collateral) nor Adequate Protection Collateral nor any portion of the Carve-Out may be used directly or indirectly, including without limitation through reimbursement of professional fees of

any non-Debtor party, in connection with (a) the actual or threatened investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against the Prepetition Secured Creditors, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the Prepetition Secured Creditors and the Prepetition Secured Obligations, and/or the liens, claims, rights, or security interests granted under this Final Order and the Prepetition Loan Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Creditors' enforcement or realization on the Prepetition Secured Obligations, Collateral, Adequate Protection Claims or Collateral, and the liens, claims and rights granted to such parties under this Final Order, each in accordance with the Prepetition Loan Documents or this Final Order; (c) attempts to seek to modify any of the rights and remedies granted to any of the Prepetition Secured Creditors under this Final Order or the Prepetition Loan Documents, as applicable; (d) attempts to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Adequate Protection Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Claims or Prepetition Secured Obligations; or (e) attempts to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are agreed to in writing by the respective Prepetition Secured Creditors or expressly permitted under this Final Order (including the final Approved Budget).

17. *Final Order Governs.* In the event of any inconsistency between the provisions of this Final Order and any other order entered by this Court, the provisions of this Final Order shall govern unless such other order expressly provides that it controls over this Final Order. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Final Order, including, without limitation, the final Approved Budget.

18. *Limitation of Liability.* In permitting the use of the Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, none of the Prepetition Secured Creditors shall (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtor; (b) owe any fiduciary duty to the Debtor, its respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of the Debtor (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Secured Creditors of any liability for any claims arising from the prepetition or postpetition activities of the Debtor and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

19. *Binding Effect; Successors and Assigns.* The provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in this Subchapter V Case, including, without limitation, the Prepetition Secured Creditors, the Debtor and its respective

successors and assigns, the Subchapter V Trustee, and shall inure to the benefit of the Prepetition Secured Creditors, the Debtor, the Subchapter V Trustee and their respective successors and assigns; *provided* that the Prepetition Secured Creditors shall have no obligation to permit the use of the Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or similar responsible person appointed for the estate of the Debtor.

20. *Proofs of Claim.* None of the Prepetition Secured Creditors shall be required to file proofs of claim in the Subchapter V Case or any Successor Case in order to assert claims on behalf of themselves or any other Prepetition Secured Creditors for payment of the Prepetition Secured Obligations arising under the Prepetition Loan Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Loan Documents. The statements of claim in respect of such indebtedness set forth in this Final Order, together with any evidence accompanying the Motion and presented at the Interim Hearings and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status.

21. *Effectiveness.* This Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

22. *No Release of Guarantors.* Nothing contained in this Order shall be deemed to terminate, modify, or release any obligations of any non-Debtor guarantor to any Prepetition

Secured Creditor with respect to their respective obligations under any of the Prepetition Secured Obligations.

23. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

24. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

25. *No Third-Party Rights.* Except as explicitly provided herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

26. *Necessary Action.* The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order.

27. *Retention of Jurisdiction.* The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any subchapter V plan for the Debtor notwithstanding the terms or provisions of any subchapter V plan or any order confirming any such subchapter V plan.

28. Upon entry of this Final Order by the Court, the Debtor shall promptly serve copies of this Final Order on counsel for Chase, counsel for the SBA, the Office of the United States Trustee, the Subchapter V Trustee, the parties having been given notice of the Final Hearing, and any party that has filed a request for notices with this Court.

29. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

30. Notwithstanding anything to the contrary, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

31. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

New York, New York
Dated: March __, 2024

HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

13-week Cash Flow Forecast Anne Fontaine USA Inc. (Consolidated)

Week Beginning	4	5	6	7	8	9	10	11	12	13	
	02/12/24	02/19/24	02/26/24	03/04/24	03/11/24	03/18/24	03/25/24	04/01/24	04/08/24	04/15/24	
Receipts (excluding Sales Taxes)	\$390,728	\$367,568	\$496,161	\$412,903	\$455,816	\$455,052	\$380,407	\$340,683	\$370,307	\$400,154	\$5,186,065
Total Inflows	\$390,728	\$367,568	\$496,161	\$412,903	\$455,816	\$455,052	\$380,407	\$340,683	\$370,307	\$400,154	\$5,186,065
Outflows											
Purchase of goods	\$46,887	\$44,108	\$59,539	\$49,548	\$54,698	\$54,606	\$45,649	\$40,882	\$44,437	\$48,019	\$622,328
Purchases of materials and supplies not for stock	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$53,196
Purchases of services	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$138,619
Hire of equipment	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$572
Rent payment	\$375,629	\$0	\$0	\$11,000	\$375,410	\$0	\$0	\$11,000	\$15,637	\$369,720	\$1,356,862
Repairs and maintenance	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$43,095
Insurance premiums		\$34,181				\$10,229				\$10,229	\$59,235
Fees & Commissions	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$25,464
Advertising, publication and public relations	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$287,912
Transport Expenses	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$141,477
Travel and entertaining	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$106,925
Post charges	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$104
Telecommunication charges	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$32,552
Bank services	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$161,265
Other	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$10,725
Taxes	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$17,225
Payroll cost	\$228,358	\$6,731	\$195,169	\$6,731	\$228,357	\$6,731	\$195,169	\$6,731	\$228,357	\$6,731	\$1,317,696
SBA loan				\$731				\$731			
Chase Loan	\$0	\$52,639	\$0	\$0	\$52,639	\$0	\$0	\$0	\$52,639	\$0	\$210,556
Total Outflows	\$729,269	\$216,054	\$333,103	\$146,405	\$789,499	\$149,961	\$319,212	\$137,739	\$419,465	\$513,093	\$4,588,002
Net Cash Flow	-\$338,541	\$151,514	\$163,057	\$266,498	-\$333,683	\$305,091	\$61,195	\$202,944	-\$49,158	-\$112,938	\$598,063
Beginning Operating Cash	\$637,369	\$298,829	\$450,343	\$613,400	\$879,898	\$546,216	\$851,307	\$912,501	\$1,115,445	\$1,066,287	
Cash Flow	-\$338,541	\$151,514	\$163,057	\$266,498	-\$333,683	\$305,091	\$61,195	\$202,944	-\$49,158	-\$112,938	\$598,063
End. Operating Cash	\$298,829	\$450,343	\$613,400	\$879,898	\$546,216	\$851,307	\$912,501	\$1,115,445	\$1,066,287	\$953,349	\$953,349

Proposed Final Cash Collateral Order –
SBA Version

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
ANNE FONTAINE USA, INC.,	:
	:
Debtor.	:
-----X	

Chapter 11
Case No. 24-10058 (LGB)

**FINAL ORDER (I) AUTHORIZING THE DEBTOR’S USE OF
CASH COLLATERAL AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) [ECF No. 6]¹ of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order: (i) authorizing the Debtor’s use of the Cash Collateral of the Prepetition Secured Creditors (as defined below); and (ii) granting related relief, all as more fully set forth in the Motion; the Court having considered the Motion, the First Day Declaration, the other filings and pleadings in the Subchapter V Case, and the evidence submitted or adduced and the arguments of counsel made at the first and second interim hearings with respect to the Motion (the “Interim Hearings”); and the Interim Hearings having been held and concluded on January 19, 2024 and February 14, 2024, respectively; and the evidence submitted or adduced and the arguments of counsel made at the final hearing with respect to the Motion (the “Final Hearing”); and the Final Hearing having been held and concluded on March 18, 2024; and it appearing to the Court that granting the relief set forth herein (this “Final Order”) is necessary, appropriate and is otherwise fair and reasonable, in the best interests of the Debtor, its estate, and its creditors and equity holders, and essential for the continued operation of the Debtor’s business; and after due deliberation and consideration, and for good and sufficient cause appearing thereof;

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARINGS AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING THE FINAL RELIEF GRANTED HEREIN²:

A. Petition Date. On January 16, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11, subchapter V of the Bankruptcy Code (the “Subchapter V Case”) [ECF No. 1], in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

B. Debtor in Possession. The Debtor has continued to manage and operate its business and property as a debtor and debtor in possession pursuant to section 1184 of the Bankruptcy Code.

C. Jurisdiction and Venue. The Court has jurisdiction over this Subchapter V Case, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Amended Standing Order. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Subchapter V Trustee. On January 17, 2024, the Office of the United States Trustee (the “UST”) appointed Eric Huebscher (the “Subchapter V Trustee”) [ECF No. 7] as the subchapter V trustee of the Debtor’s Subchapter V Case.

E. Committee. As of the date hereof, the Court has not directed the appointment of an official committee of unsecured creditors (any such committee, the “Committee”) in this Subchapter V Case pursuant to section 1181(b) of the Bankruptcy Code.

F. Notice. Under the circumstances, the notice given by the Debtor of, and as described in, the Motion, the relief requested therein, and the Interim Hearings and the Final

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent of any of the following conclusions of law constitute findings of fact, they are adopted as such.

Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (d), and no further notice is necessary or required [ECF Nos. 15, 16, 57].

G. Cash Collateral. As used herein, “Cash Collateral” shall mean all of the Debtor’s cash, whether existing as of the Petition Date or thereafter, wherever located or held, including all proceeds of the Prepetition property owned by the Debtor, cash in deposit accounts, and other cash that constitutes “cash collateral” within the meaning of section 363(a) of the Bankruptcy Code (and together with all property described in section 363(a), “Cash Collateral”).

H. Necessity for Relief Requested. Good cause has been shown for the entry of this Final Order. The Debtor has a need to use Cash Collateral to pay ongoing operating expenses. These expenditures are necessary and appropriate because the only means of revenue generation is through the continued operation of the Debtor’s business, which will also result in the continued generation of new Cash Collateral. Permitting the Debtor to pay operating expenses will minimize disruption to the Debtor’s business and operations, allow the Debtor to honor its obligations to vendors, suppliers, landlords, employees, and customers, and will preserve the value of the Debtor’s assets, including Cash Collateral.

Absent the Debtor’s ability to use Cash Collateral, the Debtor would not have sufficient available sources of working capital or financing and would be unable to pay its payroll, rent and other operating expenses, or to maintain its assets, which will be to the detriment of its estate and creditors. Use of Cash Collateral will help preserve and maintain the going concern value of the Debtor and its estate and is necessary for a successful restructuring of the Debtor under Chapter 11, Subchapter V of the Bankruptcy Code. Accordingly, the relief requested in the Motion and the terms set forth herein are necessary, essential, and appropriate and in the best interests of the Debtor, its estate, and stakeholders.

I. Fair and Reasonable. The terms of the use of the Cash Collateral by the Debtor, on a final basis as set forth herein, are fair and reasonable and reflect the Debtor's exercise of its prudent business judgment consistent with its fiduciary duties. Based upon the foregoing findings and conclusions, and upon the record made before the Court at the Interim Hearings and Final Hearing, and good and sufficient cause appearing therefor, the terms of the Debtor's use of the Cash Collateral are fair and reasonable.

J. The Credit Agreements.

The Debtor stipulates to all of this Section J:

1. The Chase Loan.

(a) The Chase Credit Agreement. Pursuant to that certain Credit Agreement dated as of October 10, 2022 (as modified from time to time, the "Chase Credit Agreement," and collectively with all other agreements and documents executed or delivered in connection therewith, each as may be modified from time to time, including the First Amendment dated November 7, 2022, collectively, the "Chase Loan Documents"), among (i) the Debtor, as Borrower and the other guarantors thereto (the "Guarantors"), and (ii) JPMorgan Chase Bank, N.A. ("Chase"), Chase provided a loan and other financial accommodations to the Debtor in the form of a term loan in the amount of \$1,600,000.00 pursuant to the Chase Loan Documents.

(b) Debtor's Obligations. As of the Petition Date, the aggregate amount outstanding under the Chase Credit Agreement was not less than (collectively, together with accrued and unpaid interest, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever

arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations pursuant to, or secured by, the Chase Credit Agreement or the Chase Loan Documents, and all interest, fees, costs, and other charges allowable under section 506(b) of the Bankruptcy Code), \$1,066,666.72 (the “Chase Secured Obligations”).

(c) Chase Credit Agreement Collateral. As more fully set forth in the Chase Loan Documents, prior to the Petition Date, the Debtor granted to Chase for the benefit of Chase, a first priority security interest in and continuing lien on (the “Chase Prepetition Lien”) substantially all of its assets and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Chase Collateral”).

2. The SBA Loan.

(a) On or around May 30, 2020, the Debtor entered into a Loan Authorization and Agreement, Note and Security Agreement, and other loan documents (together, the “SBA Loan Documents”, and together with the Chase Loan Documents, the “Prepetition Loan Documents”) with the United States Small Business Administration (the “SBA”, and together with Chase, the “Prepetition Secured Creditors”) for an Economic Injury Disaster Loan (“EIDL”) in the principal amount of \$150,000, which accrues interest at 3.75% per annum with a 30-year repayment term (the “SBA Loan”). Pursuant to the SBA Loan Documents, the Debtor is required to make installment payments on the SBA Loan in the amount of \$731.00/month, which includes principal and interest. As of the Petition Date, the balance due to the SBA totaled \$160,793.24 (the “SBA Secured Obligation”, and together with the Chase Secured Obligations, the “Prepetition Secured Obligations”). This amount consists of \$150,000 in principal and \$10,793.24 in interest.

(b) *SBA Loan Collateral.* As security for the SBA Loan, the Debtor granted to the SBA a security interest in and to certain property that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter, including inventory, equipment, instruments, including promissory notes, chattel paper, including tangible chattel paper and electronic chattel paper, documents, letter of credit rights, accounts, including healthcare insurance receivables and credit card receivables, deposit accounts, commercial tort claims, general intangibles, including payment intangibles and software and as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code, and the security interest granted by the Debtor to the SBA includes all accessions, attachments, accessories, parts, supplies and replacements for the collateral, all products, products and collections thereof and all records and data relating thereto that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter (the “SBA Collateral,” and together with the Chase Collateral, the “Collateral”).

(c) On February 9, 2024, the United States of America (the “United States”), through the SBA, filed a proof of claim (the “SBA Proof of Claim”) against the Debtor, identified as Claim No. 10 on the claims register for the Debtor’s Subchapter V Case, on account of the SBA Loan, in the amount of \$160,793.24. The United States alleges in the SBA Proof of Claim that the entire sum of \$160,793.24 is secured by a timely and properly filed UCC-1 Financing Statement (the “SBA Prepetition Lien”, and together with the Chase Prepetition Lien, the “Prepetition Liens”). The UCC-1 was filed by the SBA on June 9, 2020.

3. Validity of Prepetition Secured Obligations.

The Prepetition Secured Obligations constitute legal, valid, and binding obligations of the Debtor to Chase and the SBA, enforceable against the Debtor in accordance with their respective

terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), and no portion of the Prepetition Secured Obligations or any transfers made to Chase or the SBA, is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination, or any other legal or equitable challenges or remedies pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases (as defined herein).

4. Validity, Extent, Perfection and Priority of Prepetition Liens.

The Prepetition Liens (a) constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), properly perfected, and continuing security interests in and liens on the Collateral, (b) were granted to, or for the benefit of, the Prepetition Secured Creditors for fair consideration and reasonably equivalent value, and (c) are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable nonbankruptcy law or equity or regulation by any person or entity, including in any Successor Cases. Nothing in this document determines the relative priorities of the liens held by SBA and Chase and all parties reserve all rights and defenses in that regard.³

5. No Claims or Causes of Action.

The Debtor stipulates that no claims or causes of action exist against, or with respect to, the Prepetition Secured Creditors and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors,

³ The parties expressly reserve any rights or defenses regarding a Subordination Agreement executed on December 2, 2022 between SBA and Chase, and this Order does not impact that agreement.

financing sources, financial and other advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals (collectively, “Representatives”) under the Chase Loan Documents or the SBA Loan Documents.

6. No Control.

The Debtor stipulates that neither Chase nor the SBA, including their Representatives, (a) controls (and has not in the past controlled) the Debtor or its properties or operations and (b) do not have authority to determine the manner in which the Debtor’s operations are conducted and are not control persons or insiders of the Debtor by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Chase Loan Agreement or the SBA Loan Agreement.

7. Releases.

Subject to entry of the Final Order, to the extent provided herein, the Debtor and its estate, on its own behalf and on behalf of its past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Creditors, their Representatives, and their respective affiliates and respective predecessors, successors and assigns thereof (collectively, the “Released Parties”), from any and all obligations and liabilities to the Debtor (and its successors and assigns) and from any and all claims, counterclaims, defenses, offsets, demands, debts, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney’s fees, costs, expenses, judgements and causes of action arising prior to the Petition Date (collectively, the “Released Claims”) of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or

unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal or common law or statute or regulation or otherwise, arising out of or related to (as applicable) the Chase Loan Documents or the SBA Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtor at any time had, now has or may have, or that its predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order.

K. Findings Regarding the Use of Cash Collateral.

(a) Good and sufficient cause has been shown for the entry of this Final Order.

(b) The Debtor has an immediate and critical need to use Collateral (including Cash Collateral), on a final basis, in order to permit, among other things, the orderly continuation of the operation of its business and to fund the expenses of this Subchapter V Case. Absent the ability to use Cash Collateral and the other Collateral, the continued operation of the Debtor's business would not be possible, and immediate and irreparable harm to the Debtor and its estate would be inevitable.

(c) The Prepetition Secured Creditors have consented to the Debtor's use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(d) Based on the pleadings and the record presented to the Court at the Interim Hearings and the Final Hearing, the terms of the Adequate Protection Claims (as defined herein)

and the terms on which the Debtor may continue to use the Collateral (including Cash Collateral) pursuant to this Final Order are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties and provide the Debtor with reasonably equivalent value and fair consideration.

(e) The Prepetition Secured Creditors acted in good faith regarding the Debtor's continued use of the Collateral (including Cash Collateral) to fund the administration of the Debtor's estate and the continued operation of its business (including the incurrence, granting and payment of, and performance under the Adequate Protection Claims and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof.

(f) The Prepetition Secured Creditors are entitled to the adequate protection provided in this Final Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided to the Prepetition Secured Creditors in this Final Order for any diminution in value of the Prepetition Secured Creditors' respective interest in the Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including the payment of any amounts under the Carve Out (as defined herein) or pursuant to this Final Order ("Diminution in Value"), is consistent with and authorized by the Bankruptcy Code and is offered by the Debtor to protect such parties' interest in the Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Creditors from any Diminution in Value of their respective interest in their respective Collateral and (ii) obtain the foregoing consent and agreement, and (x) are fair and reasonable, (y) reflect the Debtor's prudent exercise of business

judgment and (z) constitute reasonably equivalent value and fair consideration for the use of the Collateral, including the Cash Collateral.

(g) Nothing in this Final Order shall (x) be construed as consent by either of the Prepetition Secured Creditors for the use of Cash Collateral other than on the terms set forth in this Final Order, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Collateral (whether senior or junior) or (z) prejudice, limit or otherwise impair the rights of either of the Prepetition Secured Creditors to seek new, different or additional adequate protection or assert their respective interests interest and the rights of any other party in interest to object to such relief are hereby preserved.

(h) The Prepetition Secured Creditors shall be entitled to (i) all of the rights and benefits of section 552(b) of the Bankruptcy Code and a waiver of the “equities of the case” exception under section 552(b) of the Bankruptcy Code, (ii) a waiver of the equitable doctrine of “marshaling” or any similar doctrine, and (iii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(i) The Debtor has prepared and delivered to the Prepetition Secured Creditors a Final Budget (as defined herein). The Final Budget reflects, among other things, the Debtor’s anticipated sources and uses of cash for each calendar week. In providing its consent to the use of the Debtor’s Cash Collateral, the Prepetition Secured Creditors are relying, in part, upon the Debtor’s agreement to comply with the Approved Budget (as defined herein) and this Final Order.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Approved.* The Motion is granted, the incurrence and granting of the Adequate Protection Claims is authorized and approved, and the use of Cash Collateral on a final basis is authorized, in each case subject to the terms and conditions set forth in this Final Order. All objections to this Final Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled.

2. *Use of Cash Collateral.* The Debtor is hereby authorized, subject to the terms and conditions of this Final Order (including compliance with the Approved Budget (subject to the Permitted Variances)) during the period from the Petition Date through and including the Termination Date (as defined herein), and not beyond, to use the Cash Collateral for (i) working capital, general corporate purposes, and administrative costs and expenses of the Debtor incurred in this Subchapter V Case, subject to the terms hereof and (ii) satisfaction of Adequate Protection Claims owed to Chase and the SBA, as provided herein; *provided* that (a) Chase and the SBA are granted the adequate protection as hereinafter set forth and (b) except on the terms and conditions of this Final Order, the Debtor shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court. As authorized by the Court, all of the Cash Collateral and any other cash of the Debtor not constituting Cash Collateral shall be maintained in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order, and the liens of Chase, and the SBA to the extent applicable, on such cash shall be deemed to extend to such cash irrespective of the accounts in which it is held.

3. *Limitations on Use of Cash Collateral.* Notwithstanding anything in this Final Order to the contrary, nothing in this Final Order provides authorization or stay relief for Moby Capital LLC or Libertas Funding LLC (collectively, the “Purported Factors”) to cause any funds

in any account maintained by the Debtor with Chase (including, without limitation, the Cash Collateral, the “Chase Accounts”), to be withdrawn or transferred. For the avoidance of doubt, the automatic stay of section 362 of the Bankruptcy Code prohibits the Purported Factors from accessing, withdrawing or transferring any funds from the Chase Accounts without entry of an order of this Court affirmatively permitting same.

4. *Adequate Protection of the Prepetition Secured Creditors.* Chase and the SBA are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Collateral, including Cash Collateral, to the extent of the aggregate Diminution in Value of their interests in the Collateral (including Cash Collateral) (the “Adequate Protection Claims”). In further consideration of the foregoing, Chase and the SBA are hereby granted the following (collectively, the “Adequate Protection Obligations”):

(a) Prepetition Secured Creditor Payments. The Debtor shall continue to pay principal and interest, on a postpetition basis, to the Prepetition Secured Creditors, in accordance with the Chase Credit Agreement and the SBA Loan Agreement, respectively. In particular, the Debtor shall submit to the SBA monthly payments of \$731.00 by cash or certified check to the SBA.

(b) Adequate Protection Liens. Subject to the Carve Out, Chase and the SBA are hereby granted (effective and perfected upon the date of this Final Order and without the necessity of the execution, filing, or recording of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Adequate Protection Claims, valid, perfected security interests in and liens upon all of the Debtor’s existing and hereinafter-acquired property of any kind or nature, including a first priority lien (and with respect to the relative lien priority as between the SBA and Chase, in the same priority as each creditor had pre-petition) on unencumbered property, as set forth below (the “Adequate Protection Collateral”), subject to the

Carve-Out, and excluding any claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents (“Avoidance Actions”) and any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise (“Avoidance Proceeds”):

(i) *First Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable first priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtor, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the “Unencumbered Property”). Unencumbered Property includes, without limitation, any and all unencumbered cash of the Debtor and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, claims and causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing.

(ii) The Adequate Protection Liens granted to the SBA herein shall be in addition to, and not in substitution of, any and all security interests, liens, encumbrances, rights of set-off or other rights of the United States and its agencies, that may currently exist or hereafter arise.

(iii) The United States may, in its discretion, file a certified copy of this Order in any jurisdiction in which the Debtor has or comes to have real or personal property, and in such event, the subject filing/recording officer is hereby authorized and directed to file/record such certified copy.

(c) First Lien 507(b) Claims. Subject to the Carve Out, Chase and the SBA are hereby granted allowed superpriority administrative expense claims as provided for in section 507(b) of

the Bankruptcy Code in the amount of the Adequate Protection Claims with priority in payment over any and all administrative expenses, other than the Carve Out, of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “507(b) Claims”), which administrative claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtor, excluding any proceeds of Avoidance Actions. Any and all 507(b) Claims shall be subject and subordinate only to the Carve Out. If the Debtor, the Subchapter V Trustee or the United States Trustee disputes any portion of the 507(b) Claims, then payment of such disputed portion of the 507(b) Claim shall only be allowed and payable pursuant an order of the Bankruptcy Court.

5. *Additional Adequate Protection of Prepetition Secured Creditors.*

(a) Reporting. In addition to providing the Prepetition Secured Creditors with financial and other reporting substantially in compliance with the Chase Loan Documents and the SBA Loan Documents, the Debtor shall provide the Prepetition Secured Creditors through their counsel, with a 13-week cash flow forecast of cash receipts and disbursements of the Debtor for the period commencing on the Petition Date and approved in connection with this Final Order, and, as such budget may be updated and/or modified from time to time by the Debtor as provided herein, the “Approved Budget”). By no later than Wednesday of each calendar week commencing on the second Wednesday following the Petition Date (January 31, 2024), the Debtor has and shall continue to deliver to the Prepetition Secured Creditors through their counsel a variance report comparing, on a line-item basis, actual results to the Budget for the previous individual week⁴, on a weekly and cumulative basis (as applicable). Additionally, following the first full four weeks of this Subchapter V Case and every four weeks thereafter, the Debtor shall deliver an updated Budget to the Prepetition Secured Creditors. The Debtor will work in good faith cooperatively with the

⁴ For the avoidance of doubt, the reporting week shall be deemed to have ended on Saturday of each week.

Prepetition Secured Creditors to attempt to resolve any questions or disputes regarding any updated Budget, or the reports described herein. The Debtor shall make itself available during normal business hours and with reasonable advance notice to discuss the details of the reports provided in accordance with this paragraph 5 and the Prepetition Secured Creditors shall account for the time difference between France and the United States when considering the Debtor's response time.

6. *Milestones.* The Debtor shall comply with the following case milestones (the "Adequate Protection Milestones"), which milestones shall only be amended with the written consent of Chase:

- (i) no later than 90 days after the Petition Date, the Debtor shall have filed a plan; and
- (ii) no later than 240 days after the Petition Date, the plan effective date shall have occurred.

7. *Status of Adequate Protection Liens.* Subject to the Carve Out and in each case in accordance with the priorities set forth herein, the Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code; (B) unless otherwise provided for in this Final Order, any liens or security interests arising after the Petition Date, for any liability of the Debtor; (C) any intercompany or affiliate liens of the Debtor or security interests of the Debtor; or (D) any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.

8. *Adequate Protection Claims Binding.* Upon entry of this Final Order, the Adequate Protection Claims granted herein shall constitute valid, binding and non-avoidable obligations of the Debtor, enforceable against the Debtor and its estate in accordance with the terms of this Final Order, and any successors thereto, including any trustee appointed in this Subchapter V Case, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of this Subchapter V

Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”).

9. *Carve Out.*

(a) As used in this Order, “Carve-Out” means the sum of:

(i) Subchapter V Fee Carve-Out: All accrued and unpaid fees, costs and expenses up to \$40,000, to the extent allowed by the Court at any time, whether by interim order, procedural order, final order or otherwise, incurred by the Subchapter V Trustee, under section 1183 of the Bankruptcy Code, which shall include the Debtor’s monthly deposit of \$1,000 in a segregated account to be held by the Debtor or the Debtor’s retained counsel for the payment of administrative expenses, including subchapter v trustee fees (the “Subchapter V Fee Carve-Out”);

(ii) Professional Fee Carve-Out: All accrued and unpaid fees, costs, and expenses up to \$400,000, to the extent permitted by section 506(c) and allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by persons or firms retained by the Debtor, pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the “Professionals”);

(iii) Subchapter V Trustee or Professionals Recovery of Fees Exceeding Carve-Out: To the extent that the allowed fees and expenses of the Subchapter V Trustee or the Professionals pursuant to the foregoing subparagraphs (i) and (ii) exceeds the respective limits of the Subchapter V Fee Carve-Out or the Professional Fee Carve-Out set forth in subparagraphs (i) and (ii), respectively, then the Subchapter V Trustee or the Professionals, as the case may be, shall be permitted to be compensated from any excess availability and up to the aggregate limit set forth in both of subparagraphs (i) and (ii);

(iv) Chapter 7 Trustee Fees Post-Conversion. To the extent allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise, all accrued and unpaid fees, costs, and expenses incurred by any chapter 7 trustee or other estate representative appointed or professional retained by the chapter 7 trustee if the Debtor's Subchapter V Case is converted to one under Chapter 7 of the Bankruptcy Code; and

(b) Payment of Carve Out on or After the Termination Date. Any payment or reimbursement made by the Debtor on or after the occurrence of the Termination Date in respect of any Subchapter V Fee Carve-Out or Professional Fee Carve-Out shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(c) Permitted Variances. The Debtor shall not, without the written consent of Chase, make operating disbursements in an aggregate amount that would exceed the sum of the aggregate amount of the operating expenses set forth in the Approved Budget for such period by more than ten percent (10.0%) (the "Permitted Variances").

10. *Termination*. Debtor's authorization to use Cash Collateral hereunder shall automatically terminate (the date of any such termination, the "Termination Date") immediately without further notice or court proceeding on the earliest to occur of (i) failure to satisfy any Adequate Protection Milestone (other than to the extent such Adequate Protection Milestone has been extended in accordance with the terms of this Final Order or upon the consent of the Prepetition Secured Creditors) and (ii) six (6) days (any such six-day period of time, the "Default Notice Period") following the delivery of a written notice (any such notice, a "Default Notice") by a Prepetition Secured Creditor to the Debtor, Debtor's counsel, the UST, the Subchapter V Trustee, and counsel to the other Prepetition Secured Creditor, if applicable, of the occurrence of any of the

events set forth below unless (i) such occurrence is cured by the Debtor prior to the expiration of the Default Notice Period with respect to such clause, (ii) such occurrence is waived by the Prepetition Secured Creditor that delivered the Default Notice or (iii) the Court rules that a Termination Event has not in fact occurred; *provided* that, during the Default Notice Period, the Debtor shall be entitled to continue to use the Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Debtor's estate. The events set forth in clauses (a) through (p) below are collectively referred to herein as the "Termination Events":

- (a) The Court shall have entered an order dismissing this Subchapter V Case;
- (b) The Court shall have entered an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code;
- (c) The Court shall have entered an order appointing a responsible officer relating to operation of the businesses in this Subchapter V Case, or the Debtor files a motion or other pleading with the Court seeking the foregoing relief, unless consented to in writing by the Prepetition Secured Creditors;
- (d) This Final Order ceases to be in full force and effect for any reason or an order shall be entered (or the Debtor seeks an order) reversing, amending, supplementing, staying, vacating or otherwise modifying this Final Order without the written consent of the Prepetition Secured Creditors;
- (e) The entry of an order granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) or other remedy against any asset with a value in excess of \$50,000.00 without the written consent of the Prepetition Secured Creditors;

(f) The Debtor shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Prepetition Secured Creditors, including, without limitation, with respect to the Debtor's stipulations, admissions and agreements contained in this Final Order;

(g) The entry of an order in this Subchapter V Case charging any of the Collateral under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition Secured Creditors under which any person takes action against such Collateral or that becomes a final non-appealable order, or the commencement of other actions that are materially adverse to any of the Prepetition Secured Creditors or their respective rights and remedies (including, but not limited to any order requiring Chase or the SBA to be subject to the equitable doctrine of "marshaling");

(h) Failure of the Debtor to make any payment to the Prepetition Secured Creditors required to be made by this Final Order;

(i) An order shall be entered avoiding, disgorging, or requiring repayment of any payment or reimbursement made by the Debtor to any Prepetition Secured Creditor;

(j) The failure of the Debtor to maintain the Cash Collateral in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order or consistent with the terms of the Interim or Final Order Authorizing Debtor To (A) Continue to Use Existing Cash Management System; And (B) Maintain Existing Bank Accounts and Business Forms [ECF No. 27];

(k) The expenditure by the Debtor of Cash Collateral for purposes (1) outside of the ordinary course of the Debtor's business, (2) not in the Approved Budget, or (3) in amounts that exceed the Permitted Variance, unless the Prepetition Secured Creditors have consented to such expenditure, which consent shall not be unreasonably withheld;

(l) Failure of the Debtor to: (i) comply with any provision of this Final Order; or (ii) comply with any other covenant or agreement specified in this Final Order;

(m) The Debtor files, supports, makes a written proposal or counterproposal to any party relating to, fails to oppose, or takes any other similar action in furtherance of, a chapter 11 plan, sale process or other restructuring transaction that does not (i) provide for the indefeasible payment on the effective date thereof of all claims of the Prepetition Secured Creditors in full in cash; (ii) reinstatement of the Prepetition Secured Creditors loans and liens at the then-current balance; or (iii) have the support of the Prepetition Secured Creditors;

(n) The payment of any prepetition claims that are junior in interest or right to the liens and mortgages on such Collateral held by the Prepetition Secured Creditors, other than as permitted by an order, including this Final Order (*i.e.* the Carve-Out), entered in this Subchapter V Case and prior written consent of the Prepetition Secured Creditors;

(o) The filing of any motion, pleading, application or adversary proceeding by the Debtor challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Secured Obligations or asserting any other cause of action against and/or with respect to the Prepetition Secured Obligations, the Collateral or any of the Prepetition Secured Creditors;

(p) The existence of any claims or charges, or the entry of any order of the Court authorizing any claims or charges, other than as permitted under this Final Order, entitled to superpriority under section 364(c)(1) of the Bankruptcy Code *pari passu* or senior to the Prepetition Liens and Prepetition Secured Obligations, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in section 503(b) or section 507(b) of the Bankruptcy Code (other than the Carve Out), including the Adequate Protection 507(b) Claims, or (ii) any lien on the Collateral or Adequate Protection

Collateral having a priority senior to or *pari passu* with the liens and security interests granted herein, except as expressly provided in this Final Order; and

(q) The filing or support of any pleading by the Debtor seeking, or otherwise consenting to or failing to contest, or taking any other step in furtherance of, that which would be reasonably expected to result in the occurrence of a Termination Event.

11. *Remedies upon the Termination Date.* Upon the occurrence of the Termination Date, (a) Debtor's authorization to use Cash Collateral hereunder shall automatically terminate (subject only to the Carve Out) immediately without further notice or court proceeding, (b) the Adequate Protection claims, if any, shall become immediately due and payable, and (c) the Prepetition Secured Creditors may exercise all of their respective rights and remedies available under the Prepetition Loan Documents, this Final Order or applicable law (subject only to the Carve Out), including without limitation, foreclosing upon and selling all or a portion of the Collateral or Adequate Protection Collateral in order to collect the Prepetition Secured Obligations and Adequate Protection Claims. The automatic stay under section 362 of the Bankruptcy Code is hereby deemed modified and vacated to the extent necessary to permit such actions, *provided that* during the Default Notice Period, unless the Court orders otherwise, the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. The Debtor shall be entitled to seek an emergency hearing with the Court within the Default Notice Period to determine whether, in fact, a Termination Event has occurred and is continuing, to enforce the terms of this Final Order or otherwise to grant relief sought by the Debtor for good cause shown. The delivery of a Notice of Default or a Termination Notice (and the occurrence of a Termination Event as set forth therein) by one of the Prepetition Secured Creditors shall not prohibit the Debtor

from continuing to use the Cash Collateral of other Prepetition Secured Creditor that did not deliver a Termination Notice.

12. *Limitation on Charging Expenses Against Collateral.* No costs or expenses of administration of this Subchapter V Case or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code (other than the Carve-Out), shall be charged against or recovered from the Collateral (including the Cash Collateral) or Adequate Protection Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Secured Creditors, and no such consent shall be implied from any other action, inaction, or acquiescence by any Prepetition Secured Creditor, and nothing contained in this Final Order shall be deemed to be a consent by any Prepetition Secured Creditor to any charge, lien, assessment or claim against the Collateral (including the Cash Collateral) or Adequate Protection Collateral under section 506(c) of the Bankruptcy Code or otherwise. Any delay or failure of a Prepetition Secured Creditor to exercise rights under their respective Prepetition Loan Documents or law, or to enforce the terms of this Final Order, shall not constitute a waiver of its respective rights hereunder, thereunder, or otherwise.

13. *Perfection of Adequate Protection Liens.*

Without in any way limiting the automatically valid effective perfection of the Adequate Protection Liens granted in this Final Order, the Prepetition Secured Creditors are hereby authorized, but not required, to file or record (and to execute in the name of the Debtor, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any

other action in order to document, validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Secured Creditors shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Final Order. All such documents will be deemed to have been recorded and filed as of the Petition Date.

14. *Preservation of Rights Granted Under This Final Order.*

(a) Notwithstanding any order that may be entered dismissing this Subchapter V Case under section 1112 of the Bankruptcy Code: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Final Order, subject to the Carve Out, until all Adequate Protection Claims shall have been indefeasibly paid in full in cash or the Debtor has otherwise reinstated the Prepetition Secured Creditors' loans and liens at the then-current balance (and that such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(b) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Claims incurred prior to the actual

receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any Adequate Protection Claims incurred by the Debtor to the Prepetition Secured Creditors, as the case may be, prior to the actual receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Secured Creditors shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Final Order with respect to all uses of Cash Collateral and the Adequate Protection Claims.

(c) Except as expressly provided in this Final Order, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code or dismissing the case, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in this Subchapter V Case. The terms and provisions of this Final Order shall continue in this Subchapter V Case, and in any superseding chapter 7 case under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall continue in full force and effect until the Adequate Protection Claims are indefeasibly paid in full in cash, as set forth herein.

(d) Nothing in this Final Order shall be or shall be deemed to be a waiver of the right of the Prepetition Secured Creditors to (a) seek relief from the automatic stay under section 362 of the Bankruptcy Code at any time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) seek any additional protection as they may require with respect to the Collateral or the Cash Collateral or (c) object to any other proposed cash collateral orders or priming liens with respect to the Collateral or the Cash Collateral.

15. *Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.* Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtor's Stipulations, shall be binding upon the Debtor, its estate, and any successor in all circumstances and for all purposes, and the Debtor is deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including the Debtor's Stipulations, shall be binding upon all other parties in interest, including any person acting on behalf of the Debtor's estate, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules before 60 calendar days after entry of this Final Order (the "Challenge Period" and the date of expiration of each Challenge Period being a "Challenge Period Termination Date"), seeking to avoid, object to, or otherwise challenge the findings or Debtor's Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the Prepetition Liens; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Obligations (any such claim, a "Challenge"), and prevails on that Challenge.

16. *Limitation on Use of Cash Collateral.* Notwithstanding any other provision of this Final Order or any other order entered by the Court, neither the Collateral (including the Cash Collateral) nor Adequate Protection Collateral nor any portion of the Carve-Out may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the actual or threatened investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against the Prepetition Secured Creditors, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the Prepetition Secured Creditors and the Prepetition Secured Obligations, and/or the liens, claims, rights, or security interests granted under this Final Order and the Prepetition Loan Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Creditors' enforcement or realization on the Prepetition Secured Obligations, Collateral, Adequate Protection Claims or Collateral, and the liens, claims and rights granted to such parties under this Final Order, each in accordance with the Prepetition Loan Documents or this Final Order; (c) attempts to seek to modify any of the rights and remedies granted to any of the Prepetition Secured Creditors under this Final Order or the Prepetition Loan Documents, as applicable; (d) attempts to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Adequate Protection Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Claims or Prepetition Secured Obligations; or (e) attempts to pay or to seek to pay any amount on account of any claims arising

prior to the Petition Date unless such payments are agreed to in writing by the respective Prepetition Secured Creditors or expressly permitted under this Final Order (including the final Approved Budget).

17. *Final Order Governs.* In the event of any inconsistency between the provisions of this Final Order and any other order entered by this Court, the provisions of this Final Order shall govern unless such other order expressly provides that it controls over this Final Order. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Final Order, including, without limitation, the final Approved Budget.

18. *Limitation of Liability.* In permitting the use of the Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, none of the Prepetition Secured Creditors shall (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtor; (b) owe any fiduciary duty to the Debtor, its respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of the Debtor (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Secured Creditors of any liability for any claims arising from the prepetition or postpetition activities of the Debtor and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

19. *Binding Effect; Successors and Assigns.* The provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in this Subchapter V Case, including, without limitation, the Prepetition Secured Creditors, the Debtor and its respective successors and assigns, the Subchapter V Trustee, and shall inure to the benefit of the Prepetition Secured Creditors, the Debtor, the Subchapter V Trustee and their respective successors and assigns; *provided* that the Prepetition Secured Creditors shall have no obligation to permit the use of the Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or similar responsible person appointed for the estate of the Debtor.

20. *Proofs of Claim.* None of the Prepetition Secured Creditors shall be required to file proofs of claim in the Subchapter V Case or any Successor Case in order to assert claims on behalf of themselves or any other Prepetition Secured Creditors for payment of the Prepetition Secured Obligations arising under the Prepetition Loan Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Loan Documents. The statements of claim in respect of such indebtedness set forth in this Final Order, together with any evidence accompanying the Motion and presented at the Interim Hearings and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status.

21. *Effectiveness.* This Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately

effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

22. *No Release of Guarantors.* Nothing contained in this Order shall be deemed to terminate, modify, or release any obligations of any non-Debtor guarantor to any Prepetition Secured Creditor with respect to their respective obligations under any of the Prepetition Secured Obligations.

23. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

24. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

25. *No Third-Party Rights.* Except as explicitly provided herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

26. *Necessary Action.* The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order.

27. *Retention of Jurisdiction.* The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any subchapter V plan for the Debtor notwithstanding the terms or provisions of any subchapter V plan or any order confirming any such subchapter V plan.

28. Upon entry of this Final Order by the Court, the Debtor shall promptly serve copies of this Final Order on counsel for Chase, counsel for the SBA, the Office of the United States

Trustee, the Subchapter V Trustee, the parties having been given notice of the Final Hearing, and any party that has filed a request for notices with this Court.

29. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

30. Notwithstanding anything to the contrary, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

31. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

New York, New York
Dated: March __, 2024

HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

13-week Cash Flow Forecast Anne Fontaine USA Inc. (Consolidated)

Week Beginning	4	5	6	7	8	9	10	11	12	13	
	02/12/24	02/19/24	02/26/24	03/04/24	03/11/24	03/18/24	03/25/24	04/01/24	04/08/24	04/15/24	
Receipts (excluding Sales Taxes)	\$390,728	\$367,568	\$496,161	\$412,903	\$455,816	\$455,052	\$380,407	\$340,683	\$370,307	\$400,154	\$5,186,065
Total Inflows	\$390,728	\$367,568	\$496,161	\$412,903	\$455,816	\$455,052	\$380,407	\$340,683	\$370,307	\$400,154	\$5,186,065
Outflows											
Purchase of goods	\$46,887	\$44,108	\$59,539	\$49,548	\$54,698	\$54,606	\$45,649	\$40,882	\$44,437	\$48,019	\$622,328
Purchases of materials and supplies not for stock	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$53,196
Purchases of services	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$10,663	\$138,619
Hire of equipment	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$572
Rent payment	\$375,629	\$0	\$0	\$11,000	\$375,410	\$0	\$0	\$11,000	\$15,637	\$369,720	\$1,356,862
Repairs and maintenance	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$3,315	\$43,095
Insurance premiums		\$34,181				\$10,229				\$10,229	\$59,235
Fees & Commissions	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$1,959	\$25,464
Advertising, publication and public relations	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$22,147	\$287,912
Transport Expenses	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$10,883	\$141,477
Travel and entertaining	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$8,225	\$106,925
Post charges	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$104
Telecommunication charges	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$32,552
Bank services	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$12,405	\$161,265
Other	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$10,725
Taxes	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$1,325	\$17,225
Payroll cost	\$228,358	\$6,731	\$195,169	\$6,731	\$228,357	\$6,731	\$195,169	\$6,731	\$228,357	\$6,731	\$1,317,696
SBA loan				\$731				\$731			
Chase Loan	\$0	\$52,639	\$0	\$0	\$52,639	\$0	\$0	\$0	\$52,639	\$0	\$210,556
Total Outflows	\$729,269	\$216,054	\$333,103	\$146,405	\$789,499	\$149,961	\$319,212	\$137,739	\$419,465	\$513,093	\$4,588,002
Net Cash Flow	-\$338,541	\$151,514	\$163,057	\$266,498	-\$333,683	\$305,091	\$61,195	\$202,944	-\$49,158	-\$112,938	\$598,063
Beginning Operating Cash	\$637,369	\$298,829	\$450,343	\$613,400	\$879,898	\$546,216	\$851,307	\$912,501	\$1,115,445	\$1,066,287	
Cash Flow	-\$338,541	\$151,514	\$163,057	\$266,498	-\$333,683	\$305,091	\$61,195	\$202,944	-\$49,158	-\$112,938	\$598,063
End. Operating Cash	\$298,829	\$450,343	\$613,400	\$879,898	\$546,216	\$851,307	\$912,501	\$1,115,445	\$1,066,287	\$953,349	\$953,349

Proposed Final Cash Collateral Order –
Redline Comparing Debtor/Chase Version
with SBA Version

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
ANNE FONTAINE USA, INC.,	:
	:
Debtor.	:
-----X	

Chapter 11
Case No. 24-10058 (LGB)

**FINAL ORDER (I) AUTHORIZING THE DEBTOR’S USE OF
CASH COLLATERAL AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) [ECF No. 6]¹ of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order: (i) authorizing the Debtor’s use of the Cash Collateral of the Prepetition Secured Creditors (as defined below); and (ii) granting related relief, all as more fully set forth in the Motion; the Court having considered the Motion, the First Day Declaration, the other filings and pleadings in the Subchapter V Case, and the evidence submitted or adduced and the arguments of counsel made at the first and second interim hearings with respect to the Motion (the “Interim Hearings”); and the Interim Hearings having been held and concluded on January 19, 2024 and February 14, 2024, respectively; and the evidence submitted or adduced and the arguments of counsel made at the final hearing with respect to the Motion (the “Final Hearing”); and the Final Hearing having been held and concluded on March 18, 2024; and it appearing to the Court that granting the relief set forth herein (this “Final Order”) is necessary, appropriate and is otherwise fair and reasonable, in the best interests of the Debtor, its estate, and its creditors and equity holders, and essential for the continued operation of the Debtor’s business; and after due deliberation and consideration, and for good and sufficient cause appearing thereof;

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARINGS AND THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING THE FINAL RELIEF GRANTED HEREIN²:

A. Petition Date. On January 16, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11, subchapter V of the Bankruptcy Code (the “Subchapter V Case”) [ECF No. 1], in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

B. Debtor in Possession. The Debtor has continued to manage and operate its business and property as a debtor and debtor in possession pursuant to section 1184 of the Bankruptcy Code.

C. Jurisdiction and Venue. The Court has jurisdiction over this Subchapter V Case, the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334 and the Amended Standing Order. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Subchapter V Trustee. On January 17, 2024, the Office of the United States Trustee (the “UST”) appointed Eric Huebscher (the “Subchapter V Trustee”) [ECF No. 7] as the subchapter V trustee of the Debtor’s Subchapter V Case.

E. Committee. As of the date hereof, the Court has not directed the appointment of an official committee of unsecured creditors (any such committee, the “Committee”) in this Subchapter V Case pursuant to section 1181(b) of the Bankruptcy Code.

F. Notice. Under the circumstances, the notice given by the Debtor of, and as described in, the Motion, the relief requested therein, and the Interim Hearings and the Final

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent of any of the following conclusions of law constitute findings of fact, they are adopted as such.

Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (d), and no further notice is necessary or required [ECF Nos. 15, 16, 57].

G. Cash Collateral. As used herein, “Cash Collateral” shall mean all of the Debtor’s cash, whether existing as of the Petition Date or thereafter, wherever located or held, including all proceeds of the Prepetition property owned by the Debtor, cash in deposit accounts, and other cash that constitutes “cash collateral” within the meaning of section 363(a) of the Bankruptcy Code (and together with all property described in section 363(a), “Cash Collateral”).

H. Necessity for Relief Requested. Good cause has been shown for the entry of this Final Order. The Debtor has a need to use Cash Collateral to pay ongoing operating expenses. These expenditures are necessary and appropriate because the only means of revenue generation is through the continued operation of the Debtor’s business, which will also result in the continued generation of new Cash Collateral. Permitting the Debtor to pay operating expenses will minimize disruption to the Debtor’s business and operations, allow the Debtor to honor its obligations to vendors, suppliers, landlords, employees, and customers, and will preserve the value of the Debtor’s assets, including Cash Collateral.

Absent the Debtor’s ability to use Cash Collateral, the Debtor would not have sufficient available sources of working capital or financing and would be unable to pay its payroll, rent and other operating expenses, or to maintain its assets, which will be to the detriment of its estate and creditors. Use of Cash Collateral will help preserve and maintain the going concern value of the Debtor and its estate and is necessary for a successful restructuring of the Debtor under Chapter 11, Subchapter V of the Bankruptcy Code. Accordingly, the relief requested in the Motion and the terms set forth herein are necessary, essential, and appropriate and in the best interests of the Debtor, its estate, and stakeholders.

I. Fair and Reasonable. The terms of the use of the Cash Collateral by the Debtor, on a final basis as set forth herein, are fair and reasonable and reflect the Debtor's exercise of its prudent business judgment consistent with its fiduciary duties. Based upon the foregoing findings and conclusions, and upon the record made before the Court at the Interim Hearings and Final Hearing, and good and sufficient cause appearing therefor, the terms of the Debtor's use of the Cash Collateral are fair and reasonable.

J. The Credit Agreements.

The Debtor stipulates to all of this Section J:

1. The Chase Loan.

(a) The Chase Credit Agreement. Pursuant to that certain Credit Agreement dated as of October 10, 2022 (as modified from time to time, the "Chase Credit Agreement," and collectively with all other agreements and documents executed or delivered in connection therewith, each as may be modified from time to time, including the First Amendment dated November 7, 2022, collectively, the "Chase Loan Documents"), among (i) the Debtor, as Borrower and the other guarantors thereto (the "Guarantors"), and (ii) JPMorgan Chase Bank, N.A. ("Chase"), Chase provided a loan and other financial accommodations to the Debtor in the form of a term loan in the amount of \$1,600,000.00 pursuant to the Chase Loan Documents.

(b) Debtor's Obligations. As of the Petition Date, the aggregate amount outstanding under the Chase Credit Agreement was not less than (collectively, together with accrued and unpaid interest, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever

arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations pursuant to, or secured by, the Chase Credit Agreement or the Chase Loan Documents, and all interest, fees, costs, and other charges allowable under section 506(b) of the Bankruptcy Code), \$1,066,666.72 (the “Chase Secured Obligations”).

(c) Chase Credit Agreement Collateral. As more fully set forth in the Chase Loan Documents, prior to the Petition Date, the Debtor granted to Chase for the benefit of Chase, a first priority security interest in and continuing lien on (the “Chase Prepetition Lien”) substantially all of its assets and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the “Chase Collateral”).

2. The SBA Loan.

(a) On or around May 30, 2020, the Debtor entered into a Loan Authorization and Agreement, Note and Security Agreement, and other loan documents (together, the “SBA Loan Documents”, and together with the Chase Loan Documents, the “Prepetition Loan Documents”) with the United States Small Business Administration (the “SBA”, and together with Chase, the “Prepetition Secured Creditors”) for an Economic Injury Disaster Loan (“EIDL”) in the principal amount of \$150,000, which accrues interest at 3.75% per annum with a 30-year repayment term (the “SBA Loan”). Pursuant to the SBA Loan Documents, the Debtor is required to make installment payments on the SBA Loan in the amount of \$731.00/month, which includes principal and interest. As of the Petition Date, the balance due to the SBA totaled \$160,793.24 (the “SBA Secured Obligation”, and together with the Chase Secured Obligations, the “Prepetition Secured Obligations”). This amount consists of \$150,000 in principal and \$10,793.24 in interest.

(b) *SBA Loan Collateral.* As security for the SBA Loan, the Debtor granted to the SBA a security interest in and to certain property that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter, including inventory, equipment, instruments, including promissory notes, chattel paper, including tangible chattel paper and electronic chattel paper, documents, letter of credit rights, accounts, including healthcare insurance receivables and credit card receivables, deposit accounts, commercial tort claims, general intangibles, including payment intangibles and software and as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code, and the security interest granted by the Debtor to the SBA includes all accessions, attachments, accessories, parts, supplies and replacements for the collateral, all products, products and collections thereof and all records and data relating thereto that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter (the “SBA Collateral,” and together with the Chase Collateral, the “Collateral”).

(c) On February 9, 2024, the United States of America (the “United States”), through the SBA, filed a proof of claim (the “SBA Proof of Claim”) against the Debtor, identified as Claim No. 10 on the claims register for the Debtor’s Subchapter V Case, on account of the SBA Loan, in the amount of \$160,793.24. The United States alleges in the SBA Proof of Claim that the entire sum of \$160,793.24 is secured by a timely and properly filed UCC-1 Financing Statement (the “SBA Prepetition Lien”, and together with the Chase Prepetition Lien, the “Prepetition Liens”). The UCC-1 was filed by the SBA on June 9, 2020.

3. Validity of Prepetition Secured Obligations.

The Prepetition Secured Obligations constitute legal, valid, and binding obligations of the Debtor to Chase and the SBA, enforceable against the Debtor in accordance with their respective

terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), and no portion of the Prepetition Secured Obligations or any transfers made to Chase or the SBA, is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination, or any other legal or equitable challenges or remedies pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases (as defined herein).

4. Validity, Extent, Perfection and Priority of Prepetition Liens.

The Prepetition Liens (a) constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), properly perfected, and continuing security interests in and liens on the Collateral, (b) were granted to, or for the benefit of, the Prepetition Secured Creditors for fair consideration and reasonably equivalent value, and (c) are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable nonbankruptcy law or equity or regulation by any person or entity, including in any Successor Cases. Nothing in this document determines the relative priorities of the liens held by ~~the~~ SBA and Chase and all parties reserve all rights and defenses in that regard.³

5. No Claims or Causes of Action.

The Debtor stipulates that no claims or causes of action exist against, or with respect to, the Prepetition Secured Creditors and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors,

³ The parties expressly reserve any rights or defenses regarding a Subordination Agreement executed on December 2, 2022 between ~~the~~ SBA and Chase, and this Order does not impact that agreement.

financing sources, financial and other advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals (collectively, “Representatives”) under the Chase Loan Documents or the SBA Loan Documents.

6. No Control.

The Debtor stipulates that neither Chase nor the SBA, including their Representatives, (a) controls (and has not in the past controlled) the Debtor or its properties or operations and (b) do not have authority to determine the manner in which the Debtor’s operations are conducted and are not control persons or insiders of the Debtor by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Chase Loan Agreement or the SBA Loan Agreement.

7. Releases.

Subject to entry of the Final Order, to the extent provided herein, the Debtor and its estate, on its own behalf and on behalf of its past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Creditors, their Representatives, and their respective affiliates and respective predecessors, successors and assigns thereof (collectively, the “Released Parties”), from any and all obligations and liabilities to the Debtor (and its successors and assigns) and from any and all claims, counterclaims, defenses, offsets, demands, debts, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney’s fees, costs, expenses, judgements and causes of action arising prior to the Petition Date (collectively, the “Released Claims”) of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or

unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal or common law or statute or regulation or otherwise, arising out of or related to (as applicable) the Chase Loan Documents or the SBA Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtor at any time had, now has or may have, or that its predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order.

K. Findings Regarding the Use of Cash Collateral.

(a) Good and sufficient cause has been shown for the entry of this Final Order.

(b) The Debtor has an immediate and critical need to use Collateral (including Cash Collateral), on a final basis, in order to permit, among other things, the orderly continuation of the operation of its business and to fund the expenses of this Subchapter V Case. Absent the ability to use Cash Collateral and the other Collateral, the continued operation of the Debtor's business would not be possible, and immediate and irreparable harm to the Debtor and its estate would be inevitable.

(c) The Prepetition Secured Creditors have consented to the Debtor's use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(d) Based on the pleadings and the record presented to the Court at the Interim Hearings and the Final Hearing, the terms of the Adequate Protection Claims (as defined herein)

and the terms on which the Debtor may continue to use the Collateral (including Cash Collateral) pursuant to this Final Order are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties and provide the Debtor with reasonably equivalent value and fair consideration.

(e) The Prepetition Secured Creditors acted in good faith regarding the Debtor's continued use of the Collateral (including Cash Collateral) to fund the administration of the Debtor's estate and the continued operation of its business (including the incurrence, granting and payment of, and performance under the Adequate Protection Claims and the granting of the Adequate Protection Liens (as defined herein)), in accordance with the terms hereof.

(f) The Prepetition Secured Creditors are entitled to the adequate protection provided in this Final Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided to the Prepetition Secured Creditors in this Final Order for any diminution in value of the Prepetition Secured Creditors' respective interest in the Collateral from and after the Petition Date, if any, for any reason provided for under the Bankruptcy Code, including the payment of any amounts under the Carve Out (as defined herein) or pursuant to this Final Order ("Diminution in Value"), is consistent with and authorized by the Bankruptcy Code and is offered by the Debtor to protect such parties' interest in the Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Creditors from any Diminution in Value of their respective interest in their respective Collateral and (ii) obtain the foregoing consent and agreement, and (x) are fair and reasonable, (y) reflect the Debtor's prudent exercise of business

judgment and (z) constitute reasonably equivalent value and fair consideration for the use of the Collateral, including the Cash Collateral.

(g) Nothing in this Final Order shall (x) be construed as consent by either of the Prepetition Secured Creditors for the use of Cash Collateral other than on the terms set forth in this Final Order, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Collateral (whether senior or junior) or (z) prejudice, limit or otherwise impair the rights of either of the Prepetition Secured Creditors to seek new, different or additional adequate protection or assert their respective interests interest and the rights of any other party in interest to object to such relief are hereby preserved.

(h) The Prepetition Secured Creditors shall be entitled to (i) all of the rights and benefits of section 552(b) of the Bankruptcy Code and a waiver of the “equities of the case” exception under section 552(b) of the Bankruptcy Code, (ii) a waiver of the equitable doctrine of “marshaling” or any similar doctrine, and (iii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(i) The Debtor has prepared and delivered to the Prepetition Secured Creditors a Final Budget (as defined herein). The Final Budget reflects, among other things, the Debtor’s anticipated sources and uses of cash for each calendar week. In providing its consent to the use of the Debtor’s Cash Collateral, the Prepetition Secured Creditors are relying, in part, upon the Debtor’s agreement to comply with the Approved Budget (as defined herein) and this Final Order.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Approved.* The Motion is granted, the incurrence and granting of the Adequate Protection Claims is authorized and approved, and the use of Cash Collateral on a final basis is authorized, in each case subject to the terms and conditions set forth in this Final Order. All objections to this Final Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled.

2. *Use of Cash Collateral.* The Debtor is hereby authorized, subject to the terms and conditions of this Final Order (including compliance with the Approved Budget (subject to the Permitted Variances)) during the period from the Petition Date through and including the Termination Date (as defined herein), and not beyond, to use the Cash Collateral for (i) working capital, general corporate purposes, and administrative costs and expenses of the Debtor incurred in this Subchapter V Case, subject to the terms hereof and (ii) satisfaction of Adequate Protection Claims owed to Chase and the SBA, as provided herein; *provided* that (a) Chase and the SBA are granted the adequate protection as hereinafter set forth and (b) except on the terms and conditions of this Final Order, the Debtor shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court. As authorized by the Court, all of the Cash Collateral and any other cash of the Debtor not constituting Cash Collateral shall be maintained in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order, and the liens of Chase, and the SBA to the extent applicable, on such cash shall be deemed to extend to such cash irrespective of the accounts in which it is held.

3. *Limitations on Use of Cash Collateral.* Notwithstanding anything in this Final Order to the contrary, nothing in this Final Order provides authorization or stay relief for Moby Capital LLC or Libertas Funding LLC (collectively, the “Purported Factors”) to cause any funds

in any account maintained by the Debtor with Chase (including, without limitation, the Cash Collateral, the “Chase Accounts”), to be withdrawn or transferred. For the avoidance of doubt, the automatic stay of section 362 of the Bankruptcy Code prohibits the Purported Factors from accessing, withdrawing or transferring any funds from the Chase Accounts without entry of an order of this Court affirmatively permitting same.

4. *Adequate Protection of the Prepetition Secured Creditors.* Chase and the SBA are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Collateral, including Cash Collateral, to the extent of the aggregate Diminution in Value of their interests in the Collateral (including Cash Collateral) (the “Adequate Protection Claims”). In further consideration of the foregoing, Chase and the SBA are hereby granted the following (collectively, the “Adequate Protection Obligations”):

(a) Prepetition Secured Creditor Payments. The Debtor shall continue to pay principal and interest, on a postpetition basis, to the Prepetition Secured Creditors, in accordance with the Chase Credit Agreement and the SBA Loan Agreement, respectively. In particular, the Debtor shall submit to the SBA monthly payments of \$731.00 by cash or certified check to the SBA. ~~The Debtor shall also pay the reasonable and documented fees and out-of-pocket expenses of counsel to Chase, subject to the receipt of invoices with respect thereto. The post-petition interest, principal and Chase’s reasonable attorneys’ fees shall collectively be referred to herein as, the “Prepetition Secured Creditor Payments”).~~

(b) Adequate Protection Liens. Subject to the Carve Out, Chase and the SBA are hereby granted (effective and perfected upon the date of this Final Order and without the necessity of the execution, filing, or recording of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the Adequate Protection Claims, valid,

perfected security interests in and liens upon all of the Debtor's existing and hereinafter-acquired property of any kind or nature, including a first priority lien (and with respect to the relative lien priority as between the SBA and Chase, in the same priority as each creditor had pre-petition) on unencumbered property, as set forth below (the "Adequate Protection Collateral"), subject to the Carve-Out, and excluding any claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents ("Avoidance Actions") and any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds"):

(i) *First Priority Liens on Unencumbered Property*: Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable first priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtor, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the "Unencumbered Property"). Unencumbered Property includes, without limitation, any and all unencumbered cash of the Debtor and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, claims and causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing.

(ii) The Adequate Protection Liens granted to the SBA herein shall be in addition to, and not in substitution of, any and all security interests, liens, encumbrances, rights of set-off or other rights of the United States and its agencies, that may currently exist or hereafter arise.

(iii) The United States may, in its discretion, file a certified copy of this Order in any jurisdiction in which the Debtor has or comes to have real or personal property, and in such event, the subject filing/recording officer is hereby authorized and directed to file/record such certified copy.

(c) First Lien 507(b) Claims. Subject to the Carve Out, Chase and the SBA are hereby granted allowed superpriority administrative expense claims as provided for in section 507(b) of the Bankruptcy Code in the amount of the Adequate Protection Claims with priority in payment over any and all administrative expenses, other than the Carve Out, of the kind specified or ordered pursuant to any provision of the Bankruptcy Code (the “507(b) Claims”), which administrative claims shall have recourse to and be payable from all prepetition and postpetition property of the Debtor, excluding any proceeds of Avoidance Actions. Any and all 507(b) Claims shall be subject and subordinate only to the Carve Out. If the Debtor, the Subchapter V Trustee or the United States Trustee disputes any portion of the 507(b) Claims, then payment of such disputed portion of the 507(b) Claim shall only be allowed and payable pursuant an order of the Bankruptcy Court.

5. *Additional Adequate Protection of Prepetition Secured Creditors.*

(a) Reporting. In addition to providing the Prepetition Secured Creditors with financial and other reporting substantially in compliance with the Chase Loan Documents and the SBA Loan Documents, the Debtor shall provide the Prepetition Secured Creditors through their counsel, with a 13-week cash flow forecast of cash receipts and disbursements of the Debtor for the period commencing on the Petition Date and approved in connection with this Final Order, and, as such budget may be updated and/or modified from time to time by the Debtor as provided herein, the “Approved Budget”). By no later than Wednesday of each calendar week commencing on the second Wednesday following the Petition Date (January 31, 2024), the Debtor has and shall continue to deliver to the Prepetition Secured Creditors through their counsel a variance report

comparing, on a line-item basis, actual results to the Budget for the previous individual week⁴, on a weekly and cumulative basis (as applicable). Additionally, following the first full four weeks of this Subchapter V Case and every four weeks thereafter, the Debtor shall deliver an updated Budget to the Prepetition Secured Creditors. The Debtor will work in good faith cooperatively with the Prepetition Secured Creditors to attempt to resolve any questions or disputes regarding any updated Budget, or the reports described herein. The Debtor shall make itself available during normal business hours and with reasonable advance notice to discuss the details of the reports provided in accordance with this paragraph 5 and the Prepetition Secured Creditors shall account for the time difference between France and the United States when considering the Debtor's response time.

6. *Milestones.* The Debtor shall comply with the following case milestones (the "Adequate Protection Milestones"), which milestones shall only be amended with the written consent of Chase:

- (i) no later than 90 days after the Petition Date, the Debtor shall have filed a plan; and
- (ii) no later than 240 days after the Petition Date, the plan effective date shall have occurred.

7. *Status of Adequate Protection Liens.* Subject to the Carve Out and in each case in accordance with the priorities set forth herein, the Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code; (B) unless otherwise provided for in this Final Order, any liens or security interests arising after the Petition Date, for any liability of the Debtor; (C) any intercompany or affiliate liens of the

⁴ For the avoidance of doubt, the reporting week shall be deemed to have ended on Saturday of each week.

Debtor or security interests of the Debtor; or (D) any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.

8. *Adequate Protection Claims Binding.* Upon entry of this Final Order, the Adequate Protection Claims granted herein shall constitute valid, binding and non-avoidable obligations of the Debtor, enforceable against the Debtor and its estate in accordance with the terms of this Final Order, and any successors thereto, including any trustee appointed in this Subchapter V Case, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of this Subchapter V Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”).

9. *Carve Out.*

(a) As used in this Order, “Carve-Out” means the sum of:

(i) Subchapter V Fee Carve-Out: All accrued and unpaid fees, costs and expenses up to \$~~200~~40,000, to the extent allowed by the Court at any time, whether by interim order, procedural order, final order or otherwise, incurred by the Subchapter V Trustee, under section 1183 of the Bankruptcy Code, which shall include the Debtor’s monthly deposit of \$1,000 in a segregated account to be held by the Debtor or the Debtor’s retained counsel for the payment of administrative expenses, including subchapter v trustee fees (the “Subchapter V Fee Carve-Out”);

(ii) Professional Fee Carve-Out: All accrued and unpaid fees, costs, and expenses up to \$400,000, to the extent permitted by ~~the Bankruptcy Code~~section 506(c) and allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by persons or firms retained by the Debtor, pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the “Professionals”), ~~at any time before or on the date~~

~~of delivery by Chase or the SBA, a Carve-Out Trigger Notice (as defined below) (the “Pre-Trigger Date Fees”), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the “Professional Fee Carve-Out”);~~

(iii) Subchapter V Trustee or Professionals Recovery of Fees Exceeding Carve-Out: To the extent that the allowed fees and expenses of the Subchapter V Trustee or the Professionals pursuant to the foregoing subparagraphs (i) and (ii) exceeds the respective limits of the Subchapter V Fee Carve-Out or the Professional Fee Carve-Out set forth in subparagraphs (i) and (ii), respectively, then the Subchapter V Trustee or the Professionals, as the case may be, shall be permitted to be compensated from any excess availability and up to the aggregate limit set forth in both of subparagraphs (i) and (ii);

(iv) Chapter 7 Trustee Fees Post-Conversion. To the extent allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise, all accrued and unpaid fees, costs, and expenses incurred by any chapter 7 trustee or other estate representative appointed or professional retained by the chapter 7 trustee if the Debtor’s Subchapter V Case is converted to one under Chapter 7 of the Bankruptcy Code; and

~~(v) — Post Carve-Out Trigger Notice Cap: All accrued and unpaid fees, costs, and expenses up to \$150,000 (the amount set forth in this clause (v) being the “Post-Carve-Out Trigger Notice Cap”), to the extent allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by the Subchapter V Trustee and/or the Professionals after the date of the delivery of the Carve-Out Trigger Notice (the “Trigger Date”). For purposes of this Final Order, “Carve-Out Trigger Notice” shall mean a written notice (which may be via email) to counsel for the Debtor, the Subchapter V~~

~~Trustee, counsel for the Subchapter V Trustee, if applicable, and the UST (collectively, the “Notice Parties”) delivered by Chase or the SBA, which notice may be delivered upon the occurrence of a Termination Event, in accordance with this Order, stating that the Post-Carve-Out Trigger Notice Cap has been invoked. Notwithstanding anything to the contrary in this Order, the Chase Loan Documents or the SBA Loan Documents, or otherwise, the liens and claims of the Prepetition Secured Creditors, and any other liens, claims, and interests of any other person or entity, shall be subject and subordinate to the Carve-Out.~~

(b) Payment of Carve Out on or After the Termination Date. Any payment or reimbursement made by the Debtor on or after the occurrence of the Termination Date in respect of any Subchapter V Fee Carve-Out or Professional Fee Carve-Out shall permanently reduce the Carve Out on a dollar-for-dollar basis.

(c) Permitted Variances. The Debtor shall not, without the written consent of Chase, make operating disbursements in an aggregate amount that would exceed the sum of the aggregate amount of the operating expenses set forth in the Approved Budget for such period by more than ten percent (10.0%) (the “Permitted Variances”).

10. *Termination.* Debtor’s authorization to use Cash Collateral hereunder shall automatically terminate (the date of any such termination, the “Termination Date”) immediately without further notice or court proceeding on the earliest to occur of (i) failure to satisfy any Adequate Protection Milestone (other than to the extent such Adequate Protection Milestone has been extended in accordance with the terms of this Final Order or upon the consent of the Prepetition Secured Creditors) and (ii) six (6) days (any such six-day period of time, the “Default Notice Period”) following the delivery of a written notice (any such notice, a “Default Notice”) by a Prepetition Secured Creditor to the Debtor, Debtor’s counsel, the UST, the Subchapter V Trustee,

and counsel to the other Prepetition Secured Creditor, if applicable, of the occurrence of any of the events set forth below unless (i) such occurrence is cured by the Debtor prior to the expiration of the Default Notice Period with respect to such clause, (ii) such occurrence is waived by the Prepetition Secured Creditor that delivered the Default Notice or (iii) the Court rules that a Termination Event has not in fact occurred; *provided* that, during the Default Notice Period, the Debtor shall be entitled to continue to use the Cash Collateral in accordance with the terms of this Final Order, solely to pay necessary expenses set forth in the Approved Budget to avoid immediate and irreparable harm to the Debtor's estate. The events set forth in clauses (a) through (p) below are collectively referred to herein as the "Termination Events":

- (a) The Court shall have entered an order dismissing this Subchapter V Case;
- (b) The Court shall have entered an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code;
- (c) The Court shall have entered an order appointing a responsible officer relating to operation of the businesses in this Subchapter V Case, or the Debtor files a motion or other pleading with the Court seeking the foregoing relief, unless consented to in writing by the Prepetition Secured Creditors;
- (d) This Final Order ceases to be in full force and effect for any reason or an order shall be entered (or the Debtor seeks an order) reversing, amending, supplementing, staying, vacating or otherwise modifying this Final Order without the written consent of the Prepetition Secured Creditors;
- (e) The entry of an order granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or

granting of a deed in lieu of foreclosure) or other remedy against any asset with a value in excess of \$50,000.00 without the written consent of the Prepetition Secured Creditors;

(f) The Debtor shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Prepetition Secured Creditors, including, without limitation, with respect to the Debtor's stipulations, admissions and agreements contained in this Final Order;

(g) The entry of an order in this Subchapter V Case charging any of the Collateral under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition Secured Creditors under which any person takes action against such Collateral or that becomes a final non-appealable order, or the commencement of other actions that are materially adverse to any of the Prepetition Secured Creditors or their respective rights and remedies (including, but not limited to any order requiring Chase or the SBA to be subject to the equitable doctrine of "marshaling");

(h) Failure of the Debtor to make any payment to the Prepetition Secured Creditors required to be made by this Final Order;

(i) An order shall be entered avoiding, disgorging, or requiring repayment of any payment or reimbursement made by the Debtor to any Prepetition Secured Creditor;

(j) The failure of the Debtor to maintain the Cash Collateral in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order or consistent with the terms of the Interim or Final Order Authorizing Debtor To (A) Continue to Use Existing Cash Management System; And (B) Maintain Existing Bank Accounts and Business Forms [ECF No. 27];

(k) The expenditure by the Debtor of Cash Collateral for purposes (1) outside of the ordinary course of the Debtor's business, (2) not in the Approved Budget, or (3) in amounts that

exceed the Permitted Variance, unless the Prepetition Secured Creditors have consented to such expenditure, which consent shall not be unreasonably withheld;

(l) Failure of the Debtor to: (i) comply with any provision of this Final Order; or (ii) comply with any other covenant or agreement specified in this Final Order;

(m) The Debtor files, supports, makes a written proposal or counterproposal to any party relating to, fails to oppose, or takes any other similar action in furtherance of, a chapter 11 plan, sale process or other restructuring transaction that does not (i) provide for the indefeasible payment on the effective date thereof of all claims of the Prepetition Secured Creditors in full in cash; (ii) reinstatement of the Prepetition Secured Creditors loans and liens at the then-current balance; or (iii) have the support of the Prepetition Secured Creditors;

(n) The payment of any prepetition claims that are junior in interest or right to the liens and mortgages on such Collateral held by the Prepetition Secured Creditors, other than as permitted by an order, including this Final Order (*i.e.* the Carve-Out), entered in this Subchapter V Case and prior written consent of the Prepetition Secured Creditors;

(o) The filing of any motion, pleading, application or adversary proceeding by the Debtor challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Secured Obligations or asserting any other cause of action against and/or with respect to the Prepetition Secured Obligations, the Collateral or any of the Prepetition Secured Creditors;

(p) The existence of any claims or charges, or the entry of any order of the Court authorizing any claims or charges, other than as permitted under this Final Order, entitled to superpriority under section 364(c)(1) of the Bankruptcy Code *pari passu* or senior to the Prepetition Liens and Prepetition Secured Obligations, or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in

section 503(b) or section 507(b) of the Bankruptcy Code (other than the Carve Out), including the Adequate Protection 507(b) Claims, or (ii) any lien on the Collateral or Adequate Protection Collateral having a priority senior to or *pari passu* with the liens and security interests granted herein, except as expressly provided in this Final Order; and

(q) The filing or support of any pleading by the Debtor seeking, or otherwise consenting to or failing to contest, or taking any other step in furtherance of, that which would be reasonably expected to result in the occurrence of a Termination Event.

11. *Remedies upon the Termination Date.* Upon the occurrence of the Termination Date, (a) Debtor's authorization to use Cash Collateral hereunder shall automatically terminate (subject only to the Carve Out) immediately without further notice or court proceeding, (b) the Adequate Protection claims, if any, shall become immediately due and payable, and (c) the Prepetition Secured Creditors may exercise all of their respective rights and remedies available under the Prepetition Loan Documents, this Final Order or applicable law (subject only to the Carve Out), including without limitation, foreclosing upon and selling all or a portion of the Collateral or Adequate Protection Collateral in order to collect the Prepetition Secured Obligations and Adequate Protection Claims. The automatic stay under section 362 of the Bankruptcy Code is hereby deemed modified and vacated to the extent necessary to permit such actions, *provided* that during the Default Notice Period, unless the Court orders otherwise, the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. The Debtor shall be entitled to seek an emergency hearing with the Court within the Default Notice Period to determine whether, in fact, a Termination Event has occurred and is continuing, to enforce the terms of this Final Order or otherwise to grant relief sought by the Debtor for good cause shown. The delivery of a Notice of Default or a Termination Notice (and the occurrence of a Termination

Event as set forth therein) by one of the Prepetition Secured Creditors shall not prohibit the Debtor from continuing to use the Cash Collateral of other Prepetition Secured Creditor that did not deliver a Termination Notice.

12. *Limitation on Charging Expenses Against Collateral.* No costs or expenses of administration of this Subchapter V Case or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code (other than the Carve-Out), shall be charged against or recovered from the Collateral (including the Cash Collateral) or Adequate Protection Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Secured Creditors, and no such consent shall be implied from any other action, inaction, or acquiescence by any Prepetition Secured Creditor, and nothing contained in this Final Order shall be deemed to be a consent by any Prepetition Secured Creditor to any charge, lien, assessment or claim against the Collateral (including the Cash Collateral) or Adequate Protection Collateral under section 506(c) of the Bankruptcy Code or otherwise. Any delay or failure of a Prepetition Secured Creditor to exercise rights under their respective Prepetition Loan Documents or law, or to enforce the terms of this Final Order, shall not constitute a waiver of its respective rights hereunder, thereunder, or otherwise.

13. *Perfection of Adequate Protection Liens.*

Without in any way limiting the automatically valid effective perfection of the Adequate Protection Liens granted in this Final Order, the Prepetition Secured Creditors are hereby authorized, but not required, to file or record (and to execute in the name of the Debtor, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar

instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to document, validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Secured Creditors shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this Final Order. All such documents will be deemed to have been recorded and filed as of the Petition Date.

14. *Preservation of Rights Granted Under This Final Order.*

(a) Notwithstanding any order that may be entered dismissing this Subchapter V Case under section 1112 of the Bankruptcy Code: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Final Order, subject to the Carve Out, until all Adequate Protection Claims shall have been indefeasibly paid in full in cash or the Debtor has otherwise reinstated the Prepetition Secured Creditors' loans and liens at the then-current balance (and that such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(b) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the

validity, priority or enforceability of any Adequate Protection Claims incurred prior to the actual receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any Adequate Protection Claims incurred by the Debtor to the Prepetition Secured Creditors, as the case may be, prior to the actual receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Secured Creditors shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Final Order with respect to all uses of Cash Collateral and the Adequate Protection Claims.

(c) Except as expressly provided in this Final Order, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code or dismissing the case, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in this Subchapter V Case. The terms and provisions of this Final Order shall continue in this Subchapter V Case, and in any superseding chapter 7 case under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall continue in full force and effect until the Adequate Protection Claims are indefeasibly paid in full in cash, as set forth herein.

(d) Nothing in this Final Order shall be or shall be deemed to be a waiver of the right of the Prepetition Secured Creditors to (a) seek relief from the automatic stay under section 362 of the Bankruptcy Code at any time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) seek any additional protection as they may require with respect to the Collateral or the Cash Collateral or (c) object to any other proposed cash collateral orders or priming liens with respect to the Collateral or the Cash Collateral.

15. *Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.* Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtor's Stipulations, shall be binding upon the Debtor, its estate, and any successor in all circumstances and for all purposes, and the Debtor is deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including the Debtor's Stipulations, shall be binding upon all other parties in interest, including any person acting on behalf of the Debtor's estate, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules before 60 calendar days after entry of this Final Order (the "Challenge Period" and the date of expiration of each Challenge Period being a "Challenge Period Termination Date"), seeking to avoid, object to, or otherwise challenge the findings or Debtor's Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the Prepetition Liens; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Obligations (any such claim, a "Challenge"), and prevails on that Challenge.

16. *Limitation on Use of Cash Collateral.* Notwithstanding any other provision of this Final Order or any other order entered by the Court, neither the Collateral (including the Cash Collateral) nor Adequate Protection Collateral nor any portion of the Carve-Out may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the actual or threatened investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against the Prepetition Secured Creditors, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, Representatives, attorneys, or advisors, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the Prepetition Secured Creditors and the Prepetition Secured Obligations, and/or the liens, claims, rights, or security interests granted under this Final Order and the Prepetition Loan Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Creditors' enforcement or realization on the Prepetition Secured Obligations, Collateral, Adequate Protection Claims or Collateral, and the liens, claims and rights granted to such parties under this Final Order, each in accordance with the Prepetition Loan Documents or this Final Order; (c) attempts to seek to modify any of the rights and remedies granted to any of the Prepetition Secured Creditors under this Final Order or the Prepetition Loan Documents, as applicable; (d) attempts to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Adequate Protection Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Claims or Prepetition Secured Obligations; or (e) attempts to pay or to seek to pay any amount on account of any claims arising

prior to the Petition Date unless such payments are agreed to in writing by the respective Prepetition Secured Creditors or expressly permitted under this Final Order (including the final Approved Budget).

17. *Final Order Governs.* In the event of any inconsistency between the provisions of this Final Order and any other order entered by this Court, the provisions of this Final Order shall govern unless such other order expressly provides that it controls over this Final Order. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this Final Order, including, without limitation, the final Approved Budget.

18. *Limitation of Liability.* In permitting the use of the Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, none of the Prepetition Secured Creditors shall (a) have any liability to any third party or be deemed to be in “control” of the operations of the Debtor; (b) owe any fiduciary duty to the Debtor, its respective creditors, shareholders or estates; or (c) be deemed to be acting as a “Responsible Person” or “Owner” or “Operator” or “managing agent” with respect to the operation or management of the Debtor (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Secured Creditors of any liability for any claims arising from the prepetition or postpetition activities of the Debtor and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

19. *Binding Effect; Successors and Assigns.* The provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in this Subchapter V Case, including, without limitation, the Prepetition Secured Creditors, the Debtor and its respective successors and assigns, the Subchapter V Trustee, and shall inure to the benefit of the Prepetition Secured Creditors, the Debtor, the Subchapter V Trustee and their respective successors and assigns; *provided* that the Prepetition Secured Creditors shall have no obligation to permit the use of the Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or similar responsible person appointed for the estate of the Debtor.

20. *Proofs of Claim.* None of the Prepetition Secured Creditors shall be required to file proofs of claim in the Subchapter V Case or any Successor Case in order to assert claims on behalf of themselves or any other Prepetition Secured Creditors for payment of the Prepetition Secured Obligations arising under the Prepetition Loan Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Loan Documents. The statements of claim in respect of such indebtedness set forth in this Final Order, together with any evidence accompanying the Motion and presented at the Interim Hearings and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status.

21. *Effectiveness.* This Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9014 of the Bankruptcy Rules or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately

effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

22. *No Release of Guarantors.* Nothing contained in this Order shall be deemed to terminate, modify, or release any obligations of any non-Debtor guarantor to any Prepetition Secured Creditor with respect to their respective obligations under any of the Prepetition Secured Obligations.

23. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

24. *Bankruptcy Rules.* The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

25. *No Third-Party Rights.* Except as explicitly provided herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

26. *Necessary Action.* The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this Final Order.

27. *Retention of Jurisdiction.* The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any subchapter V plan for the Debtor notwithstanding the terms or provisions of any subchapter V plan or any order confirming any such subchapter V plan.

28. Upon entry of this Final Order by the Court, the Debtor shall promptly serve copies of this Final Order on counsel for Chase, counsel for the SBA, the Office of the United States

Trustee, the Subchapter V Trustee, the parties having been given notice of the Final Hearing, and any party that has filed a request for notices with this Court.

29. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

30. Notwithstanding anything to the contrary, the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

31. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

New York, New York
Dated: March __, 2024

HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

Proposed Final Cash Collateral Order –
Redline Comparing Final Cash Collateral
(Using Debtor/Chase Version) with Second
Interim Cash Collateral Order [ECF No. 57]

UNITED STATES BANKRUPTCY COURT SOUTHERN

DISTRICT OF NEW YORK

-----*
In re -----+
ANNE FONTAINE USA, INC., -----+
-----+ Chapter 11
Debtor, -----+ Case No. 24-10058 (LGB)
-----*

SECOND INTERIM

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re -----: Chapter 11
ANNE FONTAINE USA, INC., -----: Case No. 24-10058 (LGB)
Debtor, -----:
-----X

**FINAL ORDER (I) AUTHORIZING THE DEBTOR'S USE OF
CASH COLLATERAL AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion"), [ECF No. 6]¹ of the above-captioned debtor and debtor in possession (the "Debtor"), for entry of an order: (i) authorizing the Debtor's use of the Cash Collateral of the Prepetition Secured Creditors (as defined below); and (ii) granting related relief, all as more fully set forth in the Motion; the Court having considered the Motion, the First Day Declaration [ECF No. 2], the other filings and pleadings in the Subchapter V Case, and the evidence submitted or adduced and the arguments of counsel made at the first and second interim hearings with respect to the Motion (the "Interim Hearings"); and the Interim Hearings having been held and concluded on January 19, 2024 and February 14, 2024, respectively; and the evidence submitted or adduced and the arguments of counsel made at the final hearing with respect to the

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¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Motion (the "~~Hearings~~")

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Final Hearing"); and the Final Hearing having been held and concluded on March 18, 2024; and it

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appearing to the Court that ~~continuing to grant~~ granting the relief set forth herein ~~on an~~

~~interim basis~~ (this "~~Second Interim Final~~ Order") is necessary, appropriate and is otherwise

fair and reasonable, in the

best interests of the Debtor, its estate, and its creditors and equity holders, and essential for the

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continued operation of the Debtor's business; and after due deliberation and consideration, and for good

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and sufficient cause appearing thereof;

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~~* Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.~~

BASED UPON THE RECORD ESTABLISHED AT THE ~~INTERIM~~ HEARINGS AND THE ~~FINAL HEARING~~, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING THE ~~INTERIM~~ ~~FINAL~~ RELIEF GRANTED ~~HEREIN²~~ ~~HEREIN²~~:

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~~A. Petition Date. On January 16, 2024 (the "Petition Date"), the Debtor filed a~~
~~A. voluntary petition for relief under chapter 11, subchapter V of the Bankruptcy Code~~
~~(the "Subchapter V Case") [ECF No. 1], in the United States Bankruptcy Court for the Southern District~~
~~of New York (the "Court").~~
~~of New York (the "Court").~~

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~~B. Debtor in Possession. The Debtor has continued to manage and operate its business~~
~~B. and property as a debtor and debtor in possession pursuant to section 1184 of the~~
~~Bankruptcy Code.~~

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~~C. Jurisdiction and Venue. The Court has jurisdiction over this Subchapter V Case,~~
~~C. the Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b)~~
~~and 1334 and the Amended Standing Order. Venue is proper before this Court pursuant to 28 U.S.C.~~
~~§§ 1408 and 1409.~~

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~~D. Subchapter V Trustee. On January 17, 2024, the Office of the United States Trustee~~
~~(the "UST") appointed Eric Huebscher (the "Subchapter V Trustee") [ECF No. 7] as the subchapter V~~
~~trustee of the Debtor's Subchapter V Case.~~

~~Trustee (the "UST") appointed Eric Huebscher (the "Subchapter V Trustee") [ECF No. 7] as the~~

² The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent of any of the following conclusions of law constitute findings of fact, they are adopted as such.

~~subchapter V trustee of the Debtor's Subchapter V Case.~~

~~E. **Committee.** As of the date hereof, the Court has not directed the appointment of an official committee of unsecured creditors (any such committee, the "Committee") in this~~

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~~E. Subchapter V Case pursuant to section 1181(b) of the Bankruptcy Code.~~

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~~F. **Notice.** Under the circumstances, the notice given by the Debtor of, and as described in, the Motion, the relief requested therein, and the Interim Hearings and the Final Hearing constitutes due and sufficient~~

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~~² The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.~~

~~F.~~ notice thereof and complies with Bankruptcy Rules 4001(b) and (d), and no further notice is necessary or required [ECF Nos. 15, 16, 57].

~~G.~~ **Cash Collateral.** As used herein, "Cash Collateral" shall mean all of the Debtor's

~~G.~~ cash, whether existing as of the Petition Date or thereafter, wherever located or held, including all proceeds of the ~~prepetition~~ Prepetition property owned by the Debtor, cash in deposit accounts, and other cash that constitutes "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (and together with all property described in section 363(a), "Cash Collateral").

~~H.~~ **Necessity for Relief Requested.** Good cause has been shown for the entry of this

~~H.~~ ~~Second Interim Final~~ Order. The Debtor has a need to use Cash Collateral to pay ongoing operating expenses. These expenditures are necessary and appropriate because the only means of revenue generation is through the continued operation of the Debtor's business, which will also result in the continued generation of new Cash Collateral. Permitting the Debtor to pay operating expenses will minimize disruption to the Debtor's business and operations, allow the Debtor to honor its obligations to vendors, suppliers, landlords, employees, and customers, and will preserve the value of the Debtor's assets, including Cash Collateral.

Absent the Debtor's ability to use Cash Collateral, the Debtor would not have sufficient available sources of working capital or financing and would be unable to pay its payroll, rent and other operating expenses, or to maintain its assets, which will be to the detriment of its estate and creditors. Use of Cash Collateral will help preserve and maintain the going concern value of the Debtor and its estate and is necessary for a successful restructuring of the Debtor under ~~chapter~~ Chapter 11, Subchapter V of the Bankruptcy Code. Accordingly, the relief requested in the Motion and the terms set forth herein are necessary, essential, and appropriate and in the best interests of the Debtor, its estate, and stakeholders.

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~~I. **Fair and Reasonable.** The terms of the use of the Cash Collateral by the Debtor,~~

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~~I. on an interim final basis as set forth herein, are fair and reasonable and reflect the~~

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~~Debtor's exercise of its prudent business judgment consistent with its fiduciary duties. Based upon the
foregoing findings and conclusions, and upon the record made before the Court at the Interim Hearings
and Final Hearing, and good and sufficient cause appearing therefor, the terms of the Debtor's use of
the Cash Collateral are fair and reasonable.~~

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~~J. **The Credit Agreements.**~~

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~~The Debtor stipulates to all of this Section J:~~

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~~1. The Chase Loan.~~

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~~(a) The Chase Credit Agreement. Pursuant to that certain
credit agreement Credit Agreement, dated as of October 10, 2022 (as modified
from time to time, the "Chase Credit Agreement," and~~

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~~(a) collectively with all other agreements and documents executed or delivered in
connection therewith, each as may be modified from time to time, including the first amendment First
Amendment dated November 7, 2022, collectively, the "Chase Loan Documents"), among (i) the
Debtor, as Borrower and the other guarantors thereto (the "Guarantors"), and (ii) JPMorgan Chase
Bank, N.A. ("Chase"), Chase provided a loan and other financial accommodations to the Debtor in the
form of a term loan in the amount of \$1,600,000.00 pursuant to the Chase Loan Documents.~~

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~~and the other guarantors thereto (the "Guarantors"), and (ii) JPMorgan
Chase Bank, N.A.~~

~~("Chase"), Chase provided a loan and other financial accommodations to the
Debtor in the form~~

~~of a term loan in the amount of \$1,600,000.00 pursuant to the Chase Loan~~

~~Documents.~~

~~(b) Debtor's Obligations. As of the Petition Date, the aggregate amount outstanding under the Chase ~~Loan Documents~~ Credit Agreement was not less than (collectively, together with accrued and unpaid interest, any fees, expenses, and disbursements (including, without limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), indemnification obligations, guarantee obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the obligations pursuant to, or secured by, the Chase Credit Agreement or the Chase Loan Documents, and all interest, fees, costs, and other charges allowable under section 506(b) of the Bankruptcy Code), \$1,066,666.72 (the "Chase~~

~~(b) Secured Obligations").~~

~~(e) Chase Credit Agreement Collateral. As more fully set forth in the Chase Loan Documents, prior to the Petition Date, the Debtor granted to Chase for the benefit of Chase, a first priority security interest in and continuing lien on (the "Chase Prepetition Lien")~~

~~(c) substantially all of its assets and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (collectively, the "Chase Collateral").~~

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~~each case whether then owned or existing or thereafter acquired or arising (collectively, the "Chase~~

~~Collateral").~~

~~2.~~ 2. The SBA Loan.

~~(a) On or around May 30, 2020, the Debtor entered into a Loan Authorization and Agreement, Note and Security Agreement, and other loan documents (together, the "SBA Loan Documents", and together with the Chase Loan Documents, the "Prepetition Loan~~

~~Documents") with the United States Small Business Administration (the "SBA", and together with~~

~~Chase, the "Prepetition Secured Creditors") for an Economic Injury Disaster Loan ("EIDL") in~~

~~the principal amount of \$150,000, which accrues interest at 3.75% per annum with a 30-year repayment term (the "SBA Loan"). Pursuant to the SBA Loan Documents, the Debtor is required~~

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~~(a) to make installment payments on the SBA Loan in the amount of \$731.00/month, which includes principal and interest. As of the Petition Date, the balance due to the SBA totaled \$160,793.24 (the "SBA Secured Obligation", and together with the Chase Secured Obligations, the "Prepetition Secured Obligations"). This amount consists of \$150,000 in principal and \$10,793.24 in interest.~~

~~"Prepetition Secured Obligations"). This amount consists of \$150,000 in principal and~~

~~\$10,793.24 in interest.~~

~~(b) SBA Loan Collateral. As security for the SBA Loan, the Debtor granted to the SBA a security interest in and to certain property that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter, including inventory, equipment, instruments, including promissory notes, chattel paper, including tangible chattel paper and electronic chattel paper, documents, letter of credit rights, accounts, including health carehealthcare insurance receivables and credit card receivables, deposit~~

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accounts, commercial tort claims, general intangibles, including payment intangibles and software and as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code, and the security interest

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(a) granted by the Debtor to the SBA includes all accessions, attachments, accessories, parts, supplies and replacements for the collateral, all products, products and collections thereof and all records and data relating thereto that the Debtor owned at the time the SBA Loan Documents were executed or that would be acquired thereafter (the "SBA Collateral," and together with the Chase Collateral, the "Collateral").

~~Chase Collateral, the "Collateral"). By agreement and consent, the SBA Loan is subordinated to~~

~~the Chase Loan.~~

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(e) On February 9, 2024, the ~~SBA~~ United States of America (the "United States"), through the SBA, filed a proof of claim (the "SBA Proof of

Claim") against the Debtor, identified as Claim No. 10, on the claims register for the Debtor's

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(b) Subchapter V Case, on account of the SBA Loan, in the amount of \$160,793.24.

The ~~Government~~ United States alleges in the SBA Proof of Claim that the entire sum of \$160,793.24 is secured by a timely and properly filed UCC-1 Financing Statement (the "SBA Prepetition Lien", and together with the Chase Prepetition Lien, the "Prepetition Liens"). The UCC-1 was filed by the SBA on June 9, 2020.

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~~Chase-3. Validity of Prepetition Lien, Secured Obligations.~~

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The Prepetition Secured Obligations constitute legal, valid, and binding obligations of the Debtor to Chase and the SBA, enforceable against the Debtor in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), and no portion of the Prepetition Secured Obligations or any transfers made to Chase or the SBA, is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination, or any other legal or equitable challenges or remedies pursuant to the Bankruptcy Code

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or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases (as defined herein).

4. *Validity, Extent, Perfection and Priority of Prepetition Liens*³). The UCC-1 was filed by the SBA.

The Prepetition Liens (a) constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code, except as set forth in this Final Order), properly perfected, and continuing security interests in and liens on June 9, the Collateral, (b) were granted to, or for the benefit of, the Prepetition Secured Creditors for fair consideration and reasonably equivalent value, and (c) are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable nonbankruptcy law or equity or regulation by any person or entity, including in any Successor Cases. Nothing in this document determines the relative priorities of the liens held by the SBA and Chase and all parties reserve all rights and defenses in that regard.³

2020.

5. *No Claims or Causes of Action.*

The Debtor stipulates that no claims or causes of action exist against, or with respect to, the Prepetition Secured Creditors and each of their respective former or current officers, partners, directors, managers, owners, members, principals, employees, agents, related funds, investors, financing sources, financial and other advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals (collectively, "Representatives") under the Chase Loan Documents or the SBA Loan Documents.

6. *No Control.*

³ The parties expressly reserve any rights or defenses regarding a Subordination Agreement executed on December 2, 2022 between the SBA and Chase, and this Order does not impact that agreement.

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The Debtor stipulates that neither Chase nor the SBA, including their Representatives, (a) controls (and has not in the past controlled) the Debtor or its properties or operations and (b) do not have authority to determine the manner in which the Debtor's operations are conducted and are not control persons or insiders of the Debtor by virtue of any of the actions taken with respect to, in connection with, related to or arising from the Chase Loan Agreement or the SBA Loan Agreement.

7. Releases.

Subject to entry of the Final Order, to the extent provided herein, the Debtor and its estate, on its own behalf and on behalf of its past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits the Prepetition Secured Creditors, their Representatives, and their respective affiliates and respective predecessors, successors and assigns thereof (collectively, the "Released Parties"), from any and all obligations and liabilities to the Debtor (and its successors and assigns) and from any and all claims, counterclaims, defenses, offsets, demands, debts, accounts, contracts, liabilities, responsibilities, disputes, remedies, indebtedness, obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorney's fees, costs, expenses, judgements and causes of action arising prior to the Petition Date (collectively, the "Released Claims") of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal or common law or statute or regulation or otherwise, arising out of or related to (as applicable) the Chase Loan Documents or the SBA Loan Documents, the obligations owing and the financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtor at any time had, now has or may have, or that its predecessors, successors or assigns at any time had or hereafter can or

may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order.

κ. **Findings Regarding the Use of Cash Collateral.**

(a) Good and sufficient cause has been shown for the entry of this ~~Second~~Final Interim Order.

(b) ~~Chase and the SBA~~The Debtor has an immediate and critical need to use Collateral (including Cash Collateral), on a final basis, in order to permit, among other things, the orderly continuation of the operation of its business and to fund the expenses of this Subchapter V Case. Absent the ability to use Cash Collateral and the other Collateral, the continued operation of the Debtor's business would not be possible, and immediate and irreparable harm to the Debtor and its estate would be inevitable.

(b)(c) The Prepetition Secured Creditors have consented to the Debtor's use of the Cash Collateral exclusively on and subject to the terms and conditions set forth herein and for the limited duration of such use provided for herein.

(e)(d) Based on the pleadings and the record presented to the Court at the Interim Hearings and the Final Hearing, the terms of the Adequate Protection Claims (as defined herein) and the terms on which the Debtor may continue to use the Collateral (including Cash Collateral) pursuant to this ~~Second Interim~~Final Order are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties and provide the Debtor with reasonably equivalent value and fair consideration.

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~~fair consideration.~~

~~(d)(e) Chase and the SBA~~ The Prepetition Secured Creditors acted in good faith regarding the Debtor's continued use of the Collateral (including Cash Collateral) to fund the administration of the Debtor's estate and the continued operation of its business (including the incurrence, granting and payment of, and performance under the Adequate Protection Claims and the granting of the ~~Chase~~ Adequate Protection Liens (as defined herein)), in accordance with the terms hereof.

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~~(e)~~ The Prepetition Secured Creditors are entitled to the adequate protection provided in this ~~Second Interim~~ Final Order as and to the extent set forth herein pursuant to sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided to the Prepetition Secured Creditors in this ~~Second Interim~~ Final Order for any diminution in value ~~(as such term is defined herein)~~ of the Prepetition Secured Creditors' respective interest in the Collateral from and after the Petition Date ~~when compared to the pre-petition market value of such Collateral, if any, for any reason provided for under the Bankruptcy Code, including the payment of any amounts under the Carve Out (as defined herein) or pursuant to this Second Interim~~ Final Order ("Diminution in Value"), is consistent with and authorized by the Bankruptcy Code and is offered by the Debtor

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~~(f)~~ to protect such parties' interest in the Collateral in accordance with sections 361, 362, and 363 of the Bankruptcy Code. The adequate protection provided herein and other benefits and privileges contained herein are necessary in order to (i) protect the Prepetition Secured Creditors from any Diminution in Value of their respective interest in their respective Collateral and (ii) obtain the foregoing consent and agreement, and (x) are fair and reasonable, (y) reflect the Debtor's prudent

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exercise of business judgment and (z) constitute reasonably equivalent value and fair consideration for the use of the Collateral, including the Cash Collateral.

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~~(f)(g)~~ Nothing in this ~~Second Interim Final~~ Order shall (x) be construed as consent by either of the Prepetition Secured Creditors for the use of Cash Collateral other than on the terms set forth in this ~~Second Interim Final~~ Order, (y) be construed as a consent by any party to the terms of any other financing or any other lien encumbering the Collateral (whether senior or junior) or (z) prejudice, limit or otherwise impair the rights of either of the Prepetition Secured Creditors to seek new, different or additional adequate protection or assert their respective interests interest and the rights of any other party in interest to object to such relief are hereby preserved.

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~~(h)~~ The Prepetition Secured Creditors shall be entitled to (i) all of the rights and benefits of section 552(b) of the Bankruptcy Code and a waiver of the "equities of the case" exception under section 552(b) of the Bankruptcy Code, (ii) a waiver of the equitable doctrine of "marshaling" or any similar doctrine, and (iii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

~~(g)(i)~~ The Debtor has prepared and delivered to the Prepetition Secured Creditors, ~~an~~ ~~Initial Final~~ Budget (as defined herein). The ~~Initial Final~~ Budget reflects, among other things, the Debtor's anticipated sources and uses of cash for each calendar week. ~~The Initial Budget may be modified, amended, and updated from time to time in accordance with the terms of this Second Interim Order, subject to the review and approval of Prepetition Secured Creditors.~~ In providing its consent to the use of the Debtor's Cash Collateral, ~~Chase and the SBA~~ Prepetition Secured Creditors are relying, in part, upon the Debtor's agreement to comply with the Approved Budget (as defined herein) and this ~~Second Interim Final~~ Order.

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Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

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IT IS HEREBY ORDERED THAT:

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1. *Motion Approved.* The Motion is granted, the incurrence and granting of the Adequate Protection Claims is authorized and approved, and the use of Cash Collateral on ~~an continuing interim~~ final basis is authorized, in each case subject to the terms and conditions set forth in this ~~Second Interim~~ Final Order. All objections to this Final Order to the extent not withdrawn, waived, settled or resolved are hereby denied and overruled.

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2. Use of Cash Collateral. The Debtor is hereby authorized, subject to the terms and conditions of this ~~Second Interim~~Final Order (including compliance with the Approved Budget (subject to the Permitted Variances)) during the period from the Petition Date through and including the Termination Date (as defined herein), and not beyond, to use the Cash Collateral for (i) working capital, general corporate purposes, and administrative costs and expenses of the Debtor incurred in this ~~ease~~Subchapter V Case, subject to the terms hereof and (ii) satisfaction of Adequate Protection Claims owed to Chase and the SBA, as provided herein; *provided* that (a) Chase and the SBA are granted the adequate protection as hereinafter set forth and (b) except on the terms and conditions of this ~~Second Interim~~Final Order, the Debtor shall be enjoined and prohibited from at any times using the Cash Collateral absent further order of the Court. As authorized by the Court, all of the Cash Collateral and any other cash of the Debtor not constituting Cash Collateral shall be maintained in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this Final Order, and the liens of Chase, and the SBA to the extent applicable, on such cash shall be deemed to extend to such cash irrespective of the accounts in which it is held.

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3. avoidance of doubt, the automatic stay of section 362 of the Bankruptcy Code prohibits the Purported Factors from accessing, withdrawing, or transferring any funds from the Chase Accounts without entry of an order of this Court affirmatively permitting same.

4. *Adequate Protection of the Prepetition Secured ~~Parties-Creditors.~~* Chase and the SBA are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Collateral, including Cash Collateral, to the extent of the aggregate Diminution in Value of their interests in the Collateral (including Cash Collateral) (the “Adequate Protection Claims”). In further consideration of the foregoing, Chase and the SBA are hereby granted the following (collectively, the “Adequate Protection Obligations”):

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hereby granted the following (collectively, the "Adequate Protection Obligations"):

(a) Prepetition Secured Creditor Payments.

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- i. ~~Chase.~~ The Debtor shall continue to pay principal and interest, on a postpetition basis, to ~~Chase~~ the Prepetition Secured Creditors, in accordance with the Chase ~~Loan Documents, along with~~ Credit Agreement and the SBA Loan Agreement, respectively. In particular, the Debtor shall submit to the SBA monthly payments of \$731.00 by cash or certified check to the SBA. The Debtor shall also pay the reasonable and documented fees and out-of-pocket expenses of counsel to Chase, subject to the receipt of invoices with respect thereto ~~(the "Chase Adequate Protection Payment").~~

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- ii. ~~The SBA.~~ The Debtor shall continue to pay to the SBA, on a postpetition basis, the monthly payment of \$731.00 ~~(the "SBA Adequate Protection Payment" and together with the Chase Adequate Protection Payment,~~

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(a) post-petition interest, principal and Chase's reasonable attorneys' fees shall collectively be referred to herein as, the "Prepetition Secured Creditor Payments").

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- (b) Chase Adequate Protection Liens. Subject to the Carve Out, Chase ~~is~~ and the SBA are hereby granted (effective and

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(b) perfected upon the date of this ~~Second Interim~~ Final Order and without the necessity of the execution, filing, or recording of any mortgages, security agreements, pledge agreements, financing statements or other agreements), in the amount of the ~~Chase Adequate Protection Claims, a valid, perfected security interest~~ interests in and ~~lien~~ liens upon all of the Debtor's existing and hereinafter-acquired property, excluding any of any kind or nature, including a first priority lien (and with respect to the relative lien priority as between the SBA and Chase, in the same priority as each creditor had pre-petition) on unencumbered property, as set forth below (the "Adequate Protection Collateral"), subject to the Carve-Out, and excluding any claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code, or any other avoidance actions under Chapter 5 of the Bankruptcy Code (the "or applicable state law equivalents ("Avoidance Actions");") and any proceeds or property recovered, unencumbered or otherwise, from Avoidance Actions, whether by judgment, settlement or otherwise ("Avoidance Proceeds"):

(i) ~~Chase First Priority Liens on Unencumbered Property:~~ Pursuant to sections 361(2) and 363(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected, non-avoidable first priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtor, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, is not subject to (i) a valid, perfected and non-avoidable lien or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and the proceeds, products, rents, and profits thereof (the "Unencumbered Property"). Unencumbered Property includes, without limitation, any and all unencumbered cash of the Debtor and any investment of such cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, claims and causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, real property leaseholds, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock or other equity interests of subsidiaries, joint ventures and other entities, wherever located, intercompany loans and notes, servicing rights, swap and hedge proceeds and termination payments, and the proceeds, products, rents and profits, whether arising under section 552(b) of the Bankruptcy Code or otherwise, of all the foregoing.

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(i) The Adequate Protection Liens granted to the SBA herein shall be in addition to, and not in substitution of, any and all security interests, liens, encumbrances, rights of set-off or other rights of the United States and its agencies, that may currently exist or hereafter arise.

(ii) The United States may, in its discretion, file a certified copy of this Order in any jurisdiction in which the Debtor has or comes to have real or personal property, and in such event, the subject filing/recording officer is hereby authorized and directed to file/record such certified copy.

(e) First Lien 507(b) Claims. Subject to the Carve Out, Chase
is and the SBA are hereby granted, subject to the

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Carve Out, allowed superpriority administrative expense claims as provided for
in section 507(b) of the Bankruptcy Code in the amount of the Chase Adequate
Protection Claims with priority in payment over any and all administrative
expenses, other than the Carve Out, of the kind specified or ordered pursuant
to any provision of the Bankruptcy Code (the "Chase 507(b) Claims"), which
administrative claims

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shall have recourse to and be payable from all prepetition and postpetition
property of the Debtor,

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(c) ~~excluding any proceeds of Avoidance Actions. The Chase~~ Any and all 507(b) Claims shall be subject and subordinate only to the Carve Out. If the Debtor, the Subchapter V Trustee or the United States Trustee disputes any portion of the Chase 507(b) Claims, then payment of such disputed portion of the Chase 507(b) Claim shall only be allowed and payable pursuant to an order of the Bankruptcy Court.

5. ~~Additional Adequate Protection of Prepetition Secured Lenders-Creditors.~~

(a) ~~Reporting.~~ In addition to providing the Prepetition Secured Creditors with

financial and other reporting substantially in compliance with the Prepetition Chase Loan Documents and the SBA Loan Documents, the Debtor shall provide the Prepetition Secured Creditors and through their counsel, with the 13-week cash flow forecast of cash receipts and disbursements of the Debtor on a consolidated basis for the period commencing on the Petition Date, a copy of which is attached hereto as Exhibit 1 (the "Initial Budget," and approved in connection with this Second Interim Final Order, and, as such budget

may be updated and/or modified from time to time by the Debtor as provided herein, the "Approved Budget"). By no later than (i) Wednesday of each calendar week commencing on the

(a) second Wednesday following the Petition Date (January 31, 2024), the Debtor has and shall continue to deliver to the Prepetition Secured Creditors and through their counsel a variance report comparing, on a line-item basis, actual results to the Approved Budget for the previous individual week⁴, on a weekly and cumulative basis (as applicable) and (ii). Additionally, following the first full four weeks of this Subchapter V Case and every four weeks thereafter, the Debtor shall deliver an updated Approved Budget to the Prepetition Secured Creditors. The Debtor will work in good faith

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⁴ For the avoidance of doubt, the reporting week shall be deemed to have ended on Saturday of each week.

cooperatively with the Prepetition Secured Creditors to attempt to resolve any questions or disputes regarding any updated ~~Approved~~ Budget, or the reports described herein. The Debtor shall make itself available during normal business hours and with reasonable advance notice to discuss the details of the reports provided in accordance with this paragraph 5 and the Prepetition Secured Creditors shall account for the time difference between France and the United States when considering the Debtor's response time.

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6. Milestones. The Debtor shall comply with the following case milestones (the “Adequate Protection Milestones”), which milestones shall only be amended with the written consent of Chase: ~~consent of Chase and the SBA:~~

- (i) no later than 90 days after the Petition Date, the Debtor shall have filed a plan; and
- (ii) no later than ~~180~~240 days after the Petition Date, the plan effective date shall have occurred.

~~7. Carve Out.~~

7. Status of Adequate Protection Liens. Subject to the Carve Out and in each case in accordance with the priorities set forth herein, the Adequate Protection Liens shall not be subject or subordinate to or made *pari passu* with (A) any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code; (B) unless otherwise provided for in this Final Order, any liens or security interests arising after the Petition Date, for any liability of the Debtor; (C) any intercompany or affiliate liens of the Debtor or security interests of the Debtor; or (D) any other lien or security interest under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.

8. Adequate Protection Claims Binding. Upon entry of this Final Order, the Adequate Protection Claims granted herein shall constitute valid, binding and non-avoidable obligations of the Debtor, enforceable against the Debtor and its estate in accordance with the terms of this Final Order, and any successors thereto, including any trustee appointed in this Subchapter V Case, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of this Subchapter V Case, or in any other proceedings superseding or related to any of the foregoing (collectively, the “Successor Cases”).

9. Carve Out.

(a) As used in this ~~Second Interim~~ Order, “Carve-Out” means the sum of:

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(a) (i) ~~all~~ Subchapter V Fee Carve-Out: All accrued and unpaid fees, costs and expenses up to \$200,000, to the extent allowed by the ~~court~~ Court at any time, whether by interim order, procedural order, final order or otherwise, incurred by a trustee, including the Subchapter V Trustee, under section 1183 of the Bankruptcy Code, which shall include the Debtor's monthly deposit of \$1,000 in a segregated account to be held by the Debtor or the Debtor's retained counsel for the payment of administrative expenses, including subchapter V trustee fees and (the funding of the plan of reorganization (the "Allowed" Subchapter V Fee Carve-Out");

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V Fees"); (ii) all Professional Fee Carve-Out: All accrued and unpaid fees, costs, and expenses up to \$200,000, to the extent

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allowed by permitted by the Bankruptcy Code and the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by persons or firms retained by the Debtor (which together with the Subchapter V Trustee shall be referred to herein as, the "Professionals"), pursuant to sections 327, 328,

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363, or 1103363 of the Bankruptcy Code (the "Allowed Professional FeesProfessionals"), at any time before or

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on the date of delivery by Chase or the SBA, a Carve-Out Trigger Notice (as defined below) (the "Pre-Trigger Date Fees"), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (the "Pre-Professional Fee Carve-Out");

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(iii) Trigger Date Fees"); (iii) to Subchapter V Trustee or Professionals Recovery of Fees Exceeding Carve-Out: To the extent that the allowed fees and expenses of the Subchapter V Trustee or the Professionals pursuant to the foregoing subparagraphs (i) and (ii) exceeds the respective limits of the Subchapter V Fee Carve-Out or the Professional Fee Carve-Out set forth in subparagraphs (i) and (ii), respectively, then the Subchapter V Trustee or the Professionals,

as the case may be, shall be permitted to be compensated from any excess availability and up to

the aggregate limit set forth in both of subparagraphs (i) and (ii);

Chapter 7 Trustee Fees Post-Conversion. To the extent allowed by the Court at
any time, whether by interim order,

procedural order, final order, or otherwise, all accrued and unpaid fees,
costs, and expenses incurred by any chapter 7 trustee or other estate
representative appointed or professional retained

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(iv) by the chapter 7 trustee if the Debtor's Subchapter V Case is converted to one under Chapter 7 of the Bankruptcy Code; and (iv) after the date of the delivery of the Carve-Out Trigger Notice (the "Trigger Date"), the payment of the Allowed Subchapter V Fees and the Allowed

Professional Fees of the Professionals for the Debtor in an aggregate amount not Post-Carve-Out Trigger Notice Cap: All accrued and unpaid fees, costs, and expenses up to exceed

\$100\$150,000 (the amount set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap").

"), to the extent allowed by the Court at any time, whether by interim order, procedural order, final order, or otherwise incurred by the Subchapter V Trustee and/or the Professionals after the date of the delivery of the Carve-Out Trigger Notice (the "Trigger Date"). For purposes of this Second Interim/Final Order, "Carve-Out Trigger Notice" shall mean a written notice (which may be via email) to counsel for the Debtor, the Subchapter V Trustee, counsel for the Subchapter V Trustee, if applicable, and the UST (collectively, the "Notice Parties") delivered by Chase or the SBA,

(v) which notice may be delivered upon the occurrence of a Termination Date/Event, in accordance with this Order, stating that the Post-Carve-Out Trigger Notice Cap has been invoked. Notwithstanding anything to the contrary in this Order, the Prepetition Chase Loan Documents or the SBA Loan Documents, or otherwise, the liens and claims of the Prepetition Secured Creditors, and any other liens, claims, and interests of any other person or entity, shall be subject and subordinate to the Carve-Out.

(b) (b) Payment of Carve Out on or After the Termination Date. Any payment or

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reimbursement made by the Debtor on or after the occurrence of the Termination Date in respect of any ~~Allowed~~ Subchapter V ~~Fees Fee Carve-Out~~ or ~~Allowed~~ Professional ~~Fees Fee Carve-Out~~ shall permanently reduce the Carve Out on a dollar-for-dollar basis.

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~~(e)~~ ~~(c)~~ Permitted Variances. The Debtor shall not, without the written consent of

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~~Chase or the SBA~~, make operating disbursements in an aggregate amount that would exceed the sum of the aggregate amount of the operating expenses set forth in the Approved Budget for such period by more than ten percent (10.0%) (the "Permitted Variances").

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8. ~~Termination.~~ Debtor's authorization to use Cash Collateral hereunder shall automatically terminate (the date of any such termination, the "Termination Date"), immediately without further notice or court proceeding on the earliest to occur of (i) failure to satisfy any Adequate Protection Milestone (other than to the extent such Adequate Protection Milestone has been extended in accordance with the terms of this ~~Second Interim Order~~ Final Order or upon the consent of the Prepetition Secured Creditors) and (ii) six (6) days (any such six-day period of time, the "Default Notice Period") following the delivery of a written notice (any such notice, a "Default Notice") by a Prepetition Secured Creditor to the Debtor,

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10. Debtor's counsel, the ~~U.S.T.~~ UST, the Subchapter V Trustee, and counsel to the other Prepetition Secured Creditor, if applicable, of the occurrence of any of the events set forth below unless

(i) such occurrence is cured by the Debtor prior to the expiration of the Default Notice Period with respect to such clause, (ii) such occurrence is waived by the Prepetition Secured Creditor that delivered

the Default Notice; or (iii) the Court rules that a Termination Event has not in fact occurred; ~~provided~~

that, during the Default Notice Period, the Debtor shall be entitled to continue to use the Cash Collateral

in accordance with the terms of this ~~Second Interim~~ Final Order, solely to pay necessary expenses set

forth in the Approved Budget to avoid immediate and irreparable harm to the Debtor's estate. The

events set forth in clauses (a) through (p) below are collectively referred to herein as the "Termination

Events":

(a) The Court shall have entered an order dismissing this ~~ease~~ Subchapter V Case;

(b) The Court shall have entered an order converting this ~~ease~~ Subchapter V Case to a case

under chapter 7 of the Bankruptcy Code;

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(c) The Court shall have entered an order appointing a responsible officer relating to operation of the businesses in this ~~case~~ Subchapter V Case, or the Debtor files a motion or other pleading with the Court seeking the foregoing relief, unless consented to in writing by the Prepetition Secured Creditors;

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~~Secured Creditors;~~

(d) This ~~Second Interim~~Final Order ceases to be in full force and effect for any reason or an order shall be entered (or the Debtor seeks an order) reversing, amending, supplementing, staying, vacating or otherwise modifying this ~~Second Interim~~Final Order without the written consent of the Prepetition Secured Creditors;

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(e) The entry of an order granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure, ~~(or granting of a deed in lieu of foreclosure) or other remedy against any asset with a value in excess of \$50,000.00 or to permit other actions that would have a material adverse effect on the Debtor or its estate~~ without the written consent of the Prepetition Secured Creditors;

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(f) The Debtor shall obtain ~~Court~~court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Prepetition Secured Creditors, including, without limitation, with respect to the Debtor's stipulations, admissions and agreements contained in this ~~Second Interim~~Final Order;

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~~(g) The entry of an order in this Subchapter V Case charging any of the Collateral under sections 506(c) or 552(b) of the Bankruptcy Code against any of the Prepetition Secured Creditors under which any person takes action against such Collateral or that becomes a final non-appealable order, or the commencement of other actions that are materially adverse to any of the Prepetition Secured Creditors or their respective rights and remedies (including, but not limited to any order requiring Chase or the SBA to be subject to the equitable doctrine of "marshaling");~~

~~(h) Failure of the Debtor to make any payment to the Prepetition Secured Creditors required to be made by this Final Order;~~

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~~(i) An order shall be entered avoiding, disgorging, or requiring repayment of any payment or reimbursement made by the Debtor to any Prepetition Secured Creditor;~~

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~~(b)(1)~~ The failure of the Debtor to maintain the Cash Collateral in the same accounts in which all such cash and cash equivalents were held as of the Petition Date except to the extent disbursed in accordance with the provisions of this ~~Second Interim~~ ~~Final~~ Order or consistent with the terms of the Interim ~~or Final~~ Order Authorizing Debtor To (A) Continue ~~To~~ Use Existing Cash Management System; And (B) Maintain Existing Bank Accounts ~~And~~ ~~and~~ Business Forms [ECF No. 27];

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~~(k)~~ The expenditure by the Debtor of Cash Collateral for purposes (1) outside of the ordinary course of the Debtor's business, (2) not in the Approved Budget, or (3) in amounts that exceed the Permitted Variance, unless the Prepetition Secured Creditors have consented to such expenditure, which consent shall not be unreasonably withheld;

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~~(l)~~ Failure of the Debtor to: (i) comply with any provision of this ~~Second Interim Final~~ Order; or (ii) comply with any other covenant or agreement specified in this ~~Second Interim Final~~ Order;

~~(m)~~ The Debtor files, supports, makes a written proposal or counterproposal to any party relating to, ~~fail fails~~ to oppose, or takes any other similar action in furtherance of, a ~~subchapter V chapter~~ 11 plan, sale process or other restructuring transaction that does not (i) provide for the indefeasible payment on the effective date thereof of all claims of the Prepetition Secured Creditors in full in cash; (ii) reinstatement of the Prepetition Secured ~~Creditors' Creditors~~ loans and liens at the then-current balance; or (iii) have the support of the Prepetition Secured Creditors;

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~~(n)~~ The payment of any prepetition claims that are junior in interest or right to the liens and mortgages on such ~~collateral Collateral~~ held by the Prepetition Secured Creditors, other than as permitted by an order, including this Final Order (i.e. the Carve-Out), entered in this ~~case~~ Subchapter V Case and prior written consent of the Prepetition Secured Creditors;

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~~(o)~~ ~~A~~ The filing of any motion, pleading, application or adversary proceeding by the Debtor challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Secured Obligations or asserting any other cause of action against and/or with respect to the Prepetition Secured Obligations, the Collateral or any of the Prepetition Secured Creditors;

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~~(p)~~ The existence of any claims or charges, or the entry of any order of the Court authorizing any claims or charges, other than as permitted under this ~~Second Interim Final~~ Order, entitled to superpriority under section 364(c) (1) of the Bankruptcy Code *pari passu* or senior to the

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(p) ~~Chase~~ Prepetition ~~Lien~~ Liens and Prepetition Secured Obligations, or there shall arise or

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be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in section 503(b) or section 507(b) of the Bankruptcy Code (other than the Carve Out), including the Adequate Protection 507(b) Claims, or (ii) any lien on the Collateral or Adequate Protection Collateral having a priority senior to or *pari passu* with the liens and security interests granted herein, except as expressly provided in this ~~Second Interim~~ Final Order; and

(~~q~~) The filing or support of any pleading by the Debtor seeking, or otherwise consenting to or failing to contest, or taking any other step in furtherance of, that which would be reasonably expected to result in the occurrence of a Termination Event.

9. ~~Remedies upon the Termination Date.~~ Upon the occurrence of the

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Termination Date, (a) ~~the~~ Debtor's authorization to use Cash Collateral hereunder shall automatically terminate (subject only to the Carve Out) immediately without further notice or court proceeding, (b) the Adequate Protection ~~Claims~~ claims, if any, shall become immediately due and payable, and (c) the Prepetition Secured Creditors may exercise all of their respective rights and remedies available under the Prepetition Loan Documents, this ~~Second Interim~~ Final Order, or applicable law (subject only to the Carve Out), including without limitation, foreclosing upon and selling all or a portion of the Collateral or Adequate Protection Collateral in order to collect the Prepetition Secured Obligations and Adequate Protection Claims. The automatic stay under section 362 of the Bankruptcy Code is hereby deemed modified and vacated to the extent necessary to permit such actions, provided that during the Default Notice Period, unless the Court orders otherwise, the automatic stay under section 362 of the Bankruptcy Code (to the extent applicable) shall remain in effect. The Debtor shall be entitled to seek an emergency hearing with the Court within the Default Notice Period to determine whether, in fact, a Termination Event has occurred and is continuing, to

enforce the terms of this ~~Second Interim~~

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11. Final Order or otherwise to grant relief sought by the Debtor for good cause shown. The delivery of a Notice of Default or a Termination Notice (and the occurrence of a Termination Event as set forth therein) by one of the Prepetition Secured Creditors shall not prohibit the Debtor from continuing to use the Cash Collateral of other Prepetition Secured Creditor that did not deliver a Termination Notice.

12. Limitation on Charging Expenses Against Collateral. No costs or expenses of administration of this Subchapter V Case or any Successor Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code (other than the Carve-Out), shall be charged against or recovered from the Collateral (including the Cash Collateral) or Adequate Protection Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Secured Creditors, and no such consent shall be implied from any other action, inaction, or acquiescence by any Prepetition Secured Creditor, and nothing contained in this Final Order shall be deemed to be a consent by any Prepetition Secured Creditor to any charge, lien, assessment or claim against the Collateral (including the Cash Collateral) or Adequate Protection Collateral under section 506(c) of the Bankruptcy Code or otherwise. Any delay or failure of a Prepetition Secured Creditor to exercise rights under their respective Prepetition Loan Documents or law, or to enforce the terms of this Final Order, shall not constitute a waiver of its respective rights hereunder, thereunder, or otherwise.

~~10.13.~~ Perfection of Adequate Protection Liens.

(a) Without in any way limiting the automatically valid effective perfection of the Adequate Protection Liens granted in this ~~Second Interim~~ Final Order, the Prepetition Secured Creditors are hereby authorized, but not required, to file or record (and to execute in the name of the Debtor, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law)

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financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over cash or securities, or take any other action in order to document, validate and perfect the liens and security interests granted to them hereunder. Whether or not the Prepetition Secured Creditors shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over any cash or securities, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of this ~~Second Interim~~ Final Order. All such documents will be deemed to have been recorded and filed as of the Petition Date.

14. ~~Second Interim~~ Preservation of Rights Granted Under This Final Order.

(a) Notwithstanding any order that may be entered dismissing this Subchapter V Case under section 1112 of the Bankruptcy Code: (i) the 507(b) Claims and the Adequate Protection Liens shall continue in full force and effect and shall maintain their priorities as provided in this Final Order, subject to the Carve Out, until all Adequate Protection Claims shall have been indefeasibly paid in full in cash or the Debtor has otherwise reinstated the Prepetition Secured Creditors' loans and liens at the then-current balance (and that such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Final Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Final Order.

(b) If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect: (i) the validity, priority or enforceability of any Adequate Protection Claims incurred prior to the actual receipt of written notice

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by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay; or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, modification, vacatur or stay of any use of Cash Collateral, any Adequate Protection Claims incurred by the Debtor to the Prepetition Secured Creditors, as the case may be, prior to the actual receipt of written notice by the Prepetition Secured Creditors, as applicable, of the effective date of such reversal, modification, vacatur or stay shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Secured Creditors shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Final Order with respect to all uses of Cash Collateral and the Adequate Protection Claims.

(c) Except as expressly provided in this Final Order, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall survive, and shall not be modified, impaired or discharged by: (i) the entry of an order converting this Subchapter V Case to a case under chapter 7 of the Bankruptcy Code or dismissing the case, (ii) the entry of an order approving the sale of any Adequate Protection Collateral pursuant to section 363(b) of the Bankruptcy Code, or (iii) the entry of an order confirming a plan of reorganization in this Subchapter V Case. The terms and provisions of this Final Order shall continue in this Subchapter V Case, and in any superseding chapter 7 case under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Claims and all other rights and remedies of the Prepetition Secured Creditors granted by the provisions of this Final Order shall continue in full force and effect until the Adequate Protection Claims are indefeasibly paid in full in cash, as set forth herein.

(d) Nothing in this Final Order shall be or shall be deemed to be a waiver of the right of the Prepetition Secured Creditors to (a) seek relief from the automatic stay under section 362 of the Bankruptcy Code at any time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) seek any additional protection as they may require with respect to the Collateral or the

Cash Collateral or (c) object to any other proposed cash collateral orders or priming liens with respect to the Collateral or the Cash Collateral.

15. *Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.* Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Final Order, including the Debtor's Stipulations, shall be binding upon the Debtor, its estate, and any successor in all circumstances and for all purposes, and the Debtor is deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, and waivers contained in this Final Order, including the Debtor's Stipulations, shall be binding upon all other parties in interest, including any person acting on behalf of the Debtor's estate, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules before 60 calendar days after entry of this Final Order (the "Challenge Period" and the date of expiration of each Challenge Period being a "Challenge Period Termination Date"), seeking to avoid, object to, or otherwise challenge the findings or Debtor's Stipulations regarding: (a) the validity, enforceability, extent, priority, or perfection of the Prepetition Liens; or (b) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Obligations (any such claim, a "Challenge"), and prevails on that Challenge.

16. *Limitation on Use of Cash Collateral.* Notwithstanding any other provision of this Final Order or any other order entered by the Court, neither the Collateral (including the Cash Collateral) nor Adequate Protection Collateral nor any portion of the Carve-Out may be used directly or indirectly, including without limitation through reimbursement of professional fees of any non-Debtor party, in connection with (a) the actual or threatened investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation (i) against the Prepetition Secured Creditors, or each of the foregoing's respective predecessors-in-interest, agents, affiliates, Representatives,

attorneys, or advisors, or (ii) challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset with respect to the Prepetition Secured Creditors and the Prepetition Secured Obligations, and/or the liens, claims, rights, or security interests granted under this Final Order and the Prepetition Loan Documents including, in the case of each (i) and (ii), without limitation, for lender liability or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; (b) attempts to prevent, hinder, or otherwise delay or interfere with the Prepetition Secured Creditors' enforcement or realization on the Prepetition Secured Obligations, Collateral, Adequate Protection Claims or Collateral, and the liens, claims and rights granted to such parties under this Final Order, each in accordance with the Prepetition Loan Documents or this Final Order; (c) attempts to seek to modify any of the rights and remedies granted to any of the Prepetition Secured Creditors under this Final Order or the Prepetition Loan Documents, as applicable; (d) attempts to apply to the Court for authority to approve superpriority claims or grant liens or security interests in the Adequate Protection Collateral or any portion thereof that are senior to, or on parity with, the Adequate Protection Claims or Prepetition Secured Obligations; or (e) attempts to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are agreed to in writing by the respective Prepetition Secured Creditors or expressly permitted under this Final Order (including the final Approved Budget).

41. Final Order Governs. In the event of any inconsistency between the provisions of this ~~Second Interim~~ Final Order and any other order entered by this Court, the provisions

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17. of this ~~Second Interim~~Final Order shall govern unless such other order expressly provides that it controls over this ~~Second Interim~~Final Order. Notwithstanding anything to the contrary in any other order entered by this Court, any payment made pursuant to any authorization contained in any other order entered by this Court shall be consistent with and subject to the requirements set forth in this ~~Second Interim~~Final Order, including, without limitation, the ~~approved Interim~~final Approved Budget.

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18. *Limitation of Liability.* In permitting the use of the Collateral or in exercising any rights or remedies as and when permitted pursuant to this Final Order, none of the Prepetition Secured Creditors shall (a) have any liability to any third party or be deemed to be in "control" of the operations of the Debtor; (b) owe any fiduciary duty to the Debtor, its respective creditors, shareholders or estates; or (c) be deemed to be acting as a "Responsible Person" or "Owner" or "Operator" or "managing agent" with respect to the operation or management of the Debtor (as such terms or similar terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., as amended, or any other federal or state statute, including the Internal Revenue Code). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Secured Creditors of any liability for any claims arising from the prepetition or postpetition activities of the Debtor and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

~~12.19.~~ *Binding Effect; Successors and Assigns.* The provisions of this ~~Second Interim~~Final Order, including all findings herein, shall be binding upon all parties in interest in this Subchapter V Case, including, without limitation, the Prepetition Secured Creditors, the Debtor and its respective successors and assigns, the Subchapter V Trustee, and shall inure to the benefit of the Prepetition Secured Creditors, the Debtor, the Subchapter V Trustee and their respective successors and assigns; provided that the Prepetition Secured Creditors shall have no obligation to permit the use of the

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Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee or similar responsible person appointed for the estate of the Debtor.

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20. *Proofs of Claim.* None of the Prepetition Secured Creditors shall be required to file proofs of claim in the Subchapter V Case or any Successor Case in order to assert claims on behalf of themselves or any other Prepetition Secured Creditors for payment of the Prepetition Secured Obligations arising under the Prepetition Loan Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Loan Documents. The statements of claim in respect of such indebtedness set forth in this Final Order, together with any evidence accompanying the Motion and presented at the Interim Hearings and the Final Hearing, are deemed sufficient to and do constitute proofs of claim in respect of such debt and such secured status.

13.21. *Effectiveness.* This ~~Second Interim~~ Final Order shall constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, of the ~~Federal Rules of Bankruptcy Procedure, Rules~~ or any Local Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this ~~Second Interim~~ Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this ~~Second Interim~~ Final Order.

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14.22. *No Release of Guarantors.* Nothing contained in this ~~Second Interim~~ Order shall be deemed to terminate, modify, or release any obligations of any non-Debtor guarantor to any Prepetition Secured Creditor with respect to their respective obligations ~~owed to~~ under any of the Prepetition Secured Obligations.

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~~Secured Obligations.~~

~~15.23. Headings.~~ Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this ~~Second Interim~~ Final Order.

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~~16.24. Bankruptcy Rules.~~ The requirements of Bankruptcy Rules 4001, 6003 and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

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~~17.25. No Third-Party Rights.~~ Except as explicitly provided for herein, this ~~Second Interim~~ Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

~~18.26. Necessary Action.~~ The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this ~~Second Interim~~ Final Order.

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~~19.27. Retention of Jurisdiction.~~ The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this ~~Second Interim~~ Final Order, and this retention of jurisdiction shall survive the confirmation and consummation of any subchapter V plan for the Debtor notwithstanding the terms or provisions of any such subchapter V plan or any order confirming any such subchapter V plan.

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~~20. Upon entry of this Final Hearing. The Order by the Court, the Debtor shall promptly serve copies of this Final Hearing Order on the Motion shall be held on March 18, 2024 at 10:00 a.m. (Eastern Time) (the "Final Hearing") before the Honorable Lisa G. Beckerman at counsel for Chase, counsel for the SBA, the Office of the United States Bankruptcy Court for the Southern District of New York located at One Bowling Green, New York, New York 10004. The Final Hearing will be held via Zoom for Government. Those intending to appear at Trustee, the Final Hearing must register their appearance by no later than 4:00 p.m. (ET) the business day before the Final Hearing at https://cef.nysb.uscourts.gov/cgi-~~

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~~21. Objections. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon (a) counsel to the Debtor, Klestadt Winters Jureller Southard & Stevens LLP (Attn: Kathleen Aiello, Esq.), 200 West 41st Street, 17th Floor, New York, New York 10036; (b) Eric Huebscher, Subchapter V Trustee, Huebscher & Co., 301 East 87th Street 20E, New York, New York 10128; (c) counsel to Chase, Barelay Damon LLP, 1270 Avenue of the Americas, Suite 501, New York, NY (Attn: Janice Grubin, Esq. and Ilan Markus, Esq.); (d) Counsel to the SBA, United States Attorney's Office, Southern District of New York, 86 Chambers Street, 3rd Floor, New York, New York 10007 (Attn: Mary Ellen Brennan); and (e) The Office of the United States Trustee, Alexander Hamilton Custom House, One Bowling Green, Suite 534, New York, New York 10004 (Attn: Brian Masumoto, Esq.), in each case to allow actual receipt by the foregoing no later than March 11, 2024 at 5:00 p.m., prevailing Eastern Time.~~

~~22.28. The Debtor shall promptly serve copies of this Second Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Hearings~~Final Hearing, and to any party that has filed a request for notices with this Court.

~~23.29. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).~~

~~24.30. Notwithstanding anything to the contrary, the terms and conditions of this Second Interim~~Final Order are immediately effective and enforceable upon its entry.

~~25.31. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Second Interim~~Final Order.

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~~New York, New York~~
~~Dated: February 14,~~
~~2024~~

~~/s/ Lisa G. Beckerman~~
~~HONORABLE LISA G. BECKERMAN~~
~~UNITED STATES BANKRUPTCY COURT~~

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13-week Cash Flow Forecast Anne Fontaine USA Inc.
(Consolidated) New York, New York
Dated: March , 2024
Week Beginning

HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

Receipts (excluding Sales Taxes)	\$390,728	\$367,568	\$496,164
Total Inflows	\$390,728	\$367,568	\$496,164
Outflows			
Purchase of goods	\$46,887	\$44,108	\$59,539
Purchases of materials and supplies not for stock	\$4,092	\$4,092	\$4,092
Purchases of services	\$10,663	\$10,663	\$10,663
Hire of equipment	\$44	\$44	\$44
Rent payment	\$375,629	\$0	\$0
Repairs and maintenance	\$3,315	\$3,315	\$3,315
Insurance premiums		\$34,181	
Fees & Commissions	\$1,959	\$1,959	\$1,959
Advertising, publication and public relations	\$22,147	\$22,147	\$22,147
Transport Expenses	\$10,883	\$10,883	\$10,883
Travel and entertaining	\$8,225	\$8,225	\$8,225
Post charges	\$8	\$8	\$8
Telecommunication charges	\$2,504	\$2,504	\$2,504
Bank services	\$12,405	\$12,405	\$12,405
Other	\$825	\$825	\$825
Taxes	\$1,325	\$1,325	\$1,325
Payroll cost	\$228,358	\$6,731	\$195,169
SBA loan			
Chase Loan	\$0	\$52,639	\$0
Total Outflows	\$729,269	\$216,054	\$333,193
Net Cash Flow	-\$338,541	\$151,514	\$163,057
Beginning Operating Cash	\$637,369	\$298,829	\$450,343
Cash Flow	-\$338,541	\$151,514	\$163,057
End, Operating Cash	\$298,829	\$450,343	\$613,400

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